

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
November 7, 2011
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

--Sean Celski, Eagle Scout

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

CONSENT AGENDA - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. October 10, 2011 City Council Workshop Meeting Minutes
2. October 17, 2011 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
 - Bikeways & Trails Committee, July 7, 2011
 - Planning Commission, September 27, 2011
 - Human Rights Commission, September 28, 2011
 - Environmental Quality Committee, October 24, 2011
4. Verified Claims
5. Purchases

6. License Applications
7. Approval of Upgrade to the Video Security System
8. Resolution Authorizing Interfund Tax Increment Loan for Public Improvements
9. Approval of 3-Year Audit Contract
10. Approval of Insurance Agreement
11. Minor Subdivision—5036 Lexington Avenue/5017 Turtle Lane W, Robin Morse
12. Developer Escrow Reduction
13. Approval of Change Order #1—Buffalo Lane, CP 11-09
14. Approval of Change Order #1—Tanglewood Drive/Victoria Street, CP 11-08
15. Authorize Request to Advance State Aid Funds

PUBLIC HEARING

GENERAL BUSINESS

16. Authorize Agreement for Design and Construction Related Services for Owasso Street Realignment—CP 09-12
17. Authorize Agreement—MN Department of Corrections

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

*** Denotes items that require four votes of the City Council.**

City of Shoreview

Proclamation

WHEREAS, Sean Celski, a student at Mounds View High School and a member of Scout Troop 9625, has earned the rank of Eagle Scout, the highest of ranks in the Boy Scouts of America; and

WHEREAS, to attain the rank of Eagle Scout, Sean had to complete a special Eagle Scout Service Project; and

WHEREAS, Sean renovated the landscaping at Peace United Methodist Church by removing the old landscaping, building up the soil, installing edging and adding limestone and fieldstone boulders to make the area more attractive and help with drainage; and

WHEREAS, Sean has volunteered more than 100 hours at the Tamarack Nature Center;

WHEREAS, Sean is a member of the National Honor Society, Boy Scouts-Order of the Arrow Brotherhood, and a Senior Patrol Leader; and

WHEREAS, Sean enjoys traveling, skiing, backpacking, sailing, camping, computers, and flying and plans to major in aeronautics in college.

NOW, THEREFORE, BE IT RESOLVED that I, Sandra C. Martin, Mayor of Shoreview, on behalf of the Shoreview City Council, do hereby congratulate Sean Celski for his many accomplishments and his achievement of the rank of Eagle Scout.

SEAL

Sandra C. Martin, Mayor
November 7, 2011

**SHOREVIEW CITY COUNCIL WORKSHOP MEETING
MINUTES
October 10, 2011**

Attendees:

City Council: Mayor Martin; Councilmembers Huffman, Quigley, Wickstrom and Withhart

Staff: Terry Schwerm, City Manager
Jeanne Haapala, Finance Director
Mark Maloney, Public Works Director
Kathleen Nordine, City Planner
Fred Espe, Asst. Finance Director

Mayor Martin called the meeting to order at 7:00 p.m.

REVIEW OF 2012-2016 CAPITAL IMPROVEMENT PROGRAM

As reported previously, staff has begun the process of changing the budget format. The budget and CIP documents have been combined into one document that is published. More information is included in the budget and CIP documents: 1) goals and objectives; 2) budget impacts; 3) activity measures for the last three years; 4) community survey results for the last 2 surveys; and 5) recent achievements. A two-year budget is presented for 2012 and 2013. This is a popular approach with bond rating agencies.

Mayor Martin commended staff on the new format. It is helpful to have all the information in one place, and it makes sense to have a two-year budget.

Ms. Haapala stated that adopting a two-year budget would mean formalizing the tax levy for the second year. Any changes in the second year are typically noted through a budget amendment with a simple resolution summarizing revenues and expenses referencing both years.

Councilmember Huffman expressed some concern about inflation and fluctuations that would not now be known. Ms. Haapala responded that for 2013, rather than working through a whole new budget, new information that would necessitate changes would be addressed with a budget amendment. It would save staff time in that a whole new budget would not have to be prepared every year.

Councilmember Quigley indicated that the current system has worked well for the City, however, the long-term financing plans developed by staff appear appropriate. He noted that staff has done a great job of positioning the City from a financial management standpoint.

It was the consensus of the Council to move toward a two-year budget cycle and agreed to have more detailed discussion at the November 14th Council workshop.

Property Tax Levy

State law has been revised for 2012. Market Value Homestead Credit (MVHC) has been replaced by Homestead Market Value Exclusion (HMVE). The HMVE allows property tax reductions by limiting market value for homes valued below \$413,800. In 2011, the property tax levy assumed that the \$350,000 in market value homestead credit that should be reimbursed to the City under state law would not be collected. In 2012, the estimated tax receipt losses no longer need to be included in the levy, as credit is instead applied to property value. This makes it very difficult to make a comparison of changes in the tax levy among peer communities. Shoreview's levy comparisons year to year is based on collections, not the adopted levy.

Excluding the \$350,000 lost in 2011, the 2012 levy would result in a 3.36% increase in tax collections. However, the actual levy is decreasing by 0.5%. Mr. Schwerm reported a meeting with peer member cities of Minnesota League of Cities (MLC), none of whom receive market value homestead credit. However, none of those cities show levy comparisons without MVHC, which makes Shoreview's comparison to those cities inaccurate. This is a one-year phenomenon. After 2012, City comparisons with other cities will stabilize with everyone using the same information.

City taxes are going up less than 1% for the median valued home. Taxes are shifting because of the exclusion of market value homestead credit. Taxes will change based on property value, unlike previous years when residential values were up the same percentage across the City.

Councilmember Withhart stated that it is difficult to be in a governing role when the state keeps changing the rules. The irregular reporting that will occur this year will put doubts in residents' minds because good comparisons with other cities will not be possible.

Councilmember Wickstrom stated that this difference needs to be clearly explained at the tax hearing, and it needs to be shown that in the long run it is better going forward.

Mr. Schwerm stated that the median value home in Shoreview of \$230,000 will see taxes go up 0.4%. High valued homes are considered to be \$415,000 and represent 10% of City residential property. Residential properties will see a reduction in value, and it cannot yet be explained how it will all work together. At the hearing, staff will show the comparison both ways. He estimated that approximately 80% to 90% of homes in Shoreview will go up 3% or less.

Councilmember Huffman stated that he sees a problem with cities saying they have a flat tax, when they are not explaining what is happening to MVHC.

Mayor Martin stated that the residents who will complain will be those whose property tax credit is based on income rather than property value. Mr. Schwerm responded that the Circuit Breaker program is still in place. Low income families who cannot afford property tax increases have the same access to the circuit break program.

CAPITAL IMPROVEMENT PROGRAM (CIP)

Mr. Schwerm stated that approximately 80% of the CIP is for infrastructure replacements. Excluding the water treatment plant, approximately 25% of overall costs for infrastructure repairs and replacements will be bonded. If the budget were only to fund increases in the CIP and debt service, the impact to the levy would be approximately 1.5% each year.

Councilmember Withhart asked what factor drives the 1.5% increase each year. Mr. Schwerm answered that it is the increased cost for street renewal work, additional infrastructure that needs replacing, expanded computer network, and fire equipment. Those are the items that increase the levy on an annual basis. Another impact is the City policy for street reconstruction in that residents are not assessed for improvements a second time. Costs are covered through taxes rather than special assessments.

Collector Streets

Mr. Schwerm noted that the Owasso Street realignment funding is proposed to come from tax increment financing (TIF), Ramsey County, and potentially grant money. The project is planned for next year.

Other projects included under MSA funds are Highway 49/Hodgson from Gramsie up to Highway 96.

Mr. Maloney stated that the County CIP will change with the county's involvement with the I-694 and Highway 96/Highway 10 projects.

Councilmember Wickstrom asked if trails are planned on both sides of Highway 49. Mr. Schwerm stated that has not been determined, but different alternatives for improved pedestrian/cyclists are anticipated. Right-of-way costs will be extremely high, and there would be a number of trees lost if a trail is constructed. The trails would have to comply with federal standards as interpreted by Mn/DOT because of the use of gas tax money. The City is anticipating \$200,000 in costs for this project coming from MSA resources. Adding a trail would increase the cost to more than \$500,000.

Councilmember Wickstrom asked if it would be possible to get a waiver from the federal standards. This issue will be discussed further when the project timing is better known.

Mayor Martin asked if the shoulder, after striping, would be adequate for biking. Mr. Schwerm stated that Highway 49 is not planned to be striped for four lanes in the near future. It is anticipated that there will be shoulders on both sides for bikes.

County Road D and Cottage Place

This is a shared project with Roseville with half of the road in each city. County Road D in front of Emmet Williams School has been turned back to the City.

Rice Street Intersection

The Rice Street intersection over I-694 is contingent on legislative funding. It is not currently in any Mn/DOT plans.

Councilmember Wickstrom stated that it is critical to be sure there is good pedestrian access at the Rice Street interchange.

Hamline Avenue

Mr. Schwerm stated that the last project in the collector streets section of the CIP is to reconstruct Hamline Avenue in 2016. It is a difficult project to undertake now, as the road is still in good shape. Another road that needs reconstruction is North Owasso Boulevard. That was turned back to the City five years ago. Mr. Maloney stated that North Owasso Boulevard is eligible for MSA funds. Mr. Schwerm noted that if the County receives funding for the Rice Street intersection, the North Owasso Boulevard project could tie into the whole intersection.

Councilmember Withhart asked about realignment of County Road I, which he believes is more important than rebuilding Hamline. Mr. Schwerm stated that the County will do that project but only in conjunction with the Hamline Avenue project. If the City were to try to advance the County Road I project, there would be no county reimbursement for costs. County Road I is not in the County CIP.

Street Improvements

In 2006, the City began issuing bonds for street rehabilitation, which enabled the City to do street reconstruction and fix up streets in very poor condition. Originally, another bond issue was planned in 2011. It has been pushed back to 2013. Earlier this year, the City Council approved a transfer of monies from the general fund to the debt service fund to mitigate the financial impacts of issuing these street renewal bonds. The annual increase for streets is held to approximately \$30,000 per year. In 2013, when there is a bond issue, there will be no street reconstruction project.

Councilmember Huffman asked specifically what the bond money would be used for. Mr. Schwerm stated that within the next year staff will be identifying the next five to seven miles of street segments. As part of the street maintenance program, heavier traveled streets will receive seal coating more frequently to keep those streets in better condition. The City is doing this additional seal coating to maintain certain streets until we have an opportunity to reconstruct some of them.

Other projects listed are Turtle Lane, Oakridge and Hanson Road and the Windward Heights neighborhood off Highway 49 on the east and west sides south of Snail Lake Road.

Park Improvements

Mr. Schwerm stated that costs are itemized by park. Most costs are for replacement items, such as resurfacing parking lots, tennis courts and landscaping. A couple of policy decisions are needed. One is replacement of the wading pool. Originally, it was scheduled for 2011. The Parks and Recreation Commission recommended delaying that project to place higher priority on renovation of parks. Bucher Park has been moved to 2012, which will be a modest renovation replacing playground equipment. Trails will be inspected for seal coating needs.

The City will work with youth athletic associations and neighborhoods to see what kinds of improvements people would like to see at Bucher Park. There are many children in the Bucher Park neighborhood, and staff would like to get input from the neighborhood. A park consultant will work with the City this fall. It is anticipated that work will be bid in the spring for late summer after the baseball season.

Councilmember Huffman stated that he wants to be sure that conditions for current uses are addressed, not necessarily new uses added.

Councilmember Quigley asked how the game of lacrosse impacts field use. Mr. Schwerm responded that the soccer association was notified this past year that one field will be dedicated to the game of lacrosse a few nights per week because it is growing so quickly in popularity. Park renovations need further discussion because they are not being addressed quickly enough. One park is renovated approximately every three to four years. New funding is needed for this work. Wilson Park is also scheduled in 2012, with the addition of a picnic shelter and toilet enclosures; and consideration is being given to moving the playground closer to the ball fields.

Councilmember Withhart asked if there is demographic information for each park. Mr. Schwerm responded that the difficulty is that the parks are not just used by the neighborhoods. People drive to them for different reasons, such as Wilson Park for Little League games.

The plan in 2012 includes \$85,000 for Shamrock Park for a trail section (approximately \$60,000). That is consistent with the Master Park Plan to connect to the Rice Creek trails. Secondly, the Shoreview Green Community group has requested a location for a community

garden. There is \$25,000 set aside to create a community garden in the northeast part of Shamrock Park. The cost is for raised beds and a six-foot fence.

Several Councilmembers expressed concern about the cost of a community garden. Schwerm indicated that most of the cost is associated with fencing and bringing water to the site, but he feels it is important to have a well designed garden site so it does not become an eyesore in the park. Some community gardens he toured were very unsightly. The consensus of the Council was that the Shoreview Green Community garden committee needed to raise some funds to assist in the cost of development of this garden.

Trails

Mr. Schwerm reported that trail rehabilitation continues with seal coating. This is a cost-effective method to keep trails in good shape and used for longer periods between treatment.

Municipal Buildings

A major project in 2013 is for a small expansion to Fire Station No. 4 at Victoria and County Road E to accommodate the continued expansion of duty crews. Shoreview's share of the cost is just under 60%. The North Oaks station can add duty crews without expansion.

Expansion of the Wave Café seating area at the Community Center is planned, as well as purchase of a movie system for outdoor movies and drive-in movies.

A major project at the Community Center would be to expand the Fitness Center in 2014. At the current rate of growth in membership, the Fitness Center will not be able to accommodate its members. Currently, there are between 3,000 and 4,000 memberships representing 6000 or 7000 members. Currently, a 3,000 to 4,000 square foot expansion to the existing fitness center is contemplated. Also, a new room would be incorporated for Summer Discovery and other recreation programs. Approximately 200 children participate in Summer Discovery. The indoor play area would then be expanded.

It is planned that most of the expansion costs would be paid primarily from Community Center and Recreation Program revenues, which have had surpluses in recent years. Some amount may come from the Capital Improvement Fund. Mayor Martin stated that as these plans continue to take shape, needs of the whole Community Center need to be considered. She suggested a possible coffee shop off the Fireside Lounge.

Utility Improvements

Water

A booster station is planned at Victoria and Lexington to boost water pressure. The cost is estimated at \$100,000.

The water treatment plant will address issues of iron and manganese in the water. Mr. Maloney noted that there is a trend of seeing more iron and manganese in water from the aquifer. It is not as much a health hazard as an aesthetic issue. It is present in ground water and the rocks around the aquifer. Over the next 18 months a feasibility report will be done. Part of that process will be education and outreach to inform residents.

Councilmember Huffman asked how the City will get \$9 million into the water fund for the water treatment plant. Ms. Haapala responded that there will be a debt issue and a two-year jump in water rates to cover debt payments.

Sanitary Sewer

Mr. Schwerm stated that the sanitary sewer lining project planned in 2015 will be similar to the one this year.

Street Lights

There will be a major jump in street light funding to reach approximately \$150,000 per year to cover the cost of street light replacements. Mr. Maloney stated that there is still a lot of buried wiring that needs to be replaced that is not in conduit.

Councilmember Wickstrom asked how using LED lights is working out. Mr. Schwerm responded that while they work well, they are expensive to put in and the payback of their cost takes a long time--up to 20 to 30 years.

Major Equipment

One fire engine will be replaced next year and has already been ordered. The cost to Shoreview is approximately \$300,000, which is 58% of the cost. Also, there will be a major cost of approximately \$195,000 to replace self contained breathing apparatus (SCBA) for the Fire Department in 2014. Fire Chief Tim Boehlke continues to apply for grant funding. If a grant is received, the project will be accelerated.

Central Garage

Everything listed is equipment replacement items. One dump truck will be replaced each year.

UPDATE STATUS OF HAWES/RUSTIC/DEMAR STREET RECONSTRUCTION

Mr. Maloney reported that staff has looked into the concerns expressed by residents regarding this project. Those concerns are: 1) durability of the concrete roadway; 2) noise from concrete roadway; 3) condition of sod installed in the fall of 2010; 4) areas that settled behind the curb; and 5) area drainage system.

The concrete was inspected during construction and again after the assessment hearing. Nothing was found that suggests the contractor did not follow specifications or industry standards. The work is not defective.

Noise is a subjective issue and is inherent to concrete paving. The staff will continue to work with the Concrete Paving Association to explore options to mitigate some of the noise.

All sod issues have been addressed. Homes where areas have settled behind curbs have been identified, and the contractor will fill them in. Drainage used to flow toward a low area and then onto private property. This was corrected as part of the project. During the one large storm, there was ponds of water in the street and onto boulevard areas. A letter is going to residents to follow up on this issue.

OTHER ISSUES

A request was received from a resident on Timber Lane asking about an archery hunt for deer in that neighborhood. The only place the City coordinates a special hunt is on the Victoria Valley orchard property, which will be done mid-November to mid-December this year. There is no cost to the City. It was the consensus of the Council to gain feedback from the residents who abut the wetland regarding this request.

The meeting adjourned at 9:55 p.m.

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
October 17, 2011**

CALL TO ORDER

Pursuant to due call and notice thereof, a regular meeting of the Shoreview City Council was called to order by Mayor Martin on October 17, 2011, at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance to the flag.

ROLL CALL

The following members were present: Mayor Martin; Councilmembers Huffman, Quigley, and Wickstrom.

Councilmember Withhart was absent.

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Huffman to approve the October 17, 2011 agenda as submitted.

ROLL CALL: Ayes - 4 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

There are two weeks remaining for the Farmers' Market on Tuesday afternoons from 3:00 to 6:00 p.m. On the last Tuesday, October 25th, vendors will be handing out pumpkin bars.

Councilmember Quigley:

Reported about a real estate forum that was held at City Hall on Wednesday, October 12, 2011. Realtors, public safety personnel, school district representatives and the City's Community Survey Coordinator, Bill Morris, were in attendance. Housing initiatives were discussed. It was a positive session.

PUBLIC HEARING

**PROPOSED ECONOMIC DEVELOPMENT ASSISTANCE (BUSINESS SUBSIDY) FOR
DPS - SHOREVIEW, LLC/STONEHENGE USA FOR RED FOX ROAD RETAIL
PROJECT - AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT FOR TAX INCREMENT FINANCING**

Presentation by Asst. City Manager/Community Development Director Tom Simonson

Approval for economic development assistance to facilitate a commercial project on Red Fox Road by Stonehenge USA is requested. The proposed development is to bring new retail services and restaurants to the City. The public hearing is required by state law to consider a business subsidy for economic development assistance. A tax increment development agreement is also submitted for approval.

The financial assistance will support quality high-end retail uses. The proposed assistance would come from existing tax increment funds in TIF District No. 5. There will be a balance of approximately \$1.6 million at the end of 2011 in TIF District No. 5. No new tax increment financing (TIF) district would be created, which means that property taxes will be generated upon completion of the project. This proposal uses the special authority granted by the legislature to pool TIF resources for economic development and job creation by July 1, 2012. After termination of the special authority, TIF District No. 5 would revert to the old restriction of 20% use of excess revenues. Therefore, it is to the City's benefit to maximize use of these funds before July 1, 2012.

The total TIF financing proposal is \$1.345 million. Phase One is the Retail Center, and \$845,000 would be used for infrastructure and site improvements, including improvements along Red Fox Road. Payment would be made after completion of the retail center. An additional incentive is being offered to the developer for \$500,000 for Phase Two, if the City's preferred specialty market anchor is secured. The City has sole discretion to determine whether Phase Two assistance depending on whether the secured anchor is acceptable to the City. As in Phase One, payment would be made at the completion of Phase Two development. The City will also receive additional revenue from a revenue-sharing agreement resulting of the relocation of a new dynamic billboard that will be relocated to another portion of the site.

The Economic Development Authority (EDA) has reviewed the proposal and financing plan and recommends approval.

Public Hearing

City Attorney Filla stated that he has reviewed the affidavits that contain the required information, and the public hearing is in order at this time.

Mayor Martin opened the public hearing at 7:14 p.m. There were no comments or questions.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Huffman to close the public hearing at 7:14 p.m. in consideration of a proposed business subsidy utilizing temporary tax increment authority to provide economic development assistance to DPS Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project.

VOTE: Ayes - 4 Nays - 0

MOTION: by Councilmember Huffman, seconded by Councilmember Quigley to adopt Resolution No. 11-76, approving the business subsidy utilizing temporary tax increment authority for economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project and authorize the execution of a TIF Development Agreement in accordance with the terms and conditions outlined.

Discussion:

Councilmember Wickstrom asked for further explanation of the financing resource for this project and payback to the City. Mr. Simonson explained that the funds are from TIF District originally established for SummerHouse Senior Housing project in the late 1990s and Shoreview Mall. Shoreview Mall redevelopment did not occur, and Presbyterian Homes has not met the threshold for obtaining the tax increment from the City. Therefore, these tax increments have been accumulating. Under the existing rule, 20% of the fund balance could be pooled for other purposes. Under the special authority granted by the legislature, cities are allowed to pool the funds at the full balance level for development. It is estimated that for a \$500,000 contribution on the part of the City would be repaid in taxes within 10 years.

Councilmember Wickstrom asked when TIF District No. 5 would expire. Her concern is that the benefits from this development do offset the investment by the City. Mr. Simonson answered in a couple of years. A benefit to the City is that no new TIF District is being created, so that property taxes generated from the development goes directly to the various levels of government.

Mayor Martin added that cities have few tools to support and encourage business development. Tax increment is the only tool at this time. Shoreview was among those cities recommending that the legislature extend authority to pool funds for development.

Councilmember Quigley noted that three of the EDA members are Councilmembers and have extensively reviewed the proposal.

Councilmember Huffman added that this project is a win because there is immediate payback when the development is added to the tax rolls. It is a good fit for Shoreview.

ROLL CALL: Ayes: Huffman, Quigley, Wickstrom, Martin
Nays: None

GENERAL BUSINESS

FINAL PLAT AND FINAL STAGE PLANNED UNIT DEVELOPMENT (PUD), DPS SHOREVIEW, LLC/CITY/COUNTY CREDIT UNION RED FOX ROAD/LEXINGTON AVENUE

Presentation by City Planner, Kathleen Nordine

Approval is requested for the Final Plat, Final Stage PUD and the necessary agreements. The property consists of two parcels on 6.6 acres located on Red Fox Road along I-694. The proposed retail center would be developed in three phases: 1) a retail center of 10,034 square feet; 2) a specialty market of 14,000 square feet; and 3) additional commercial development.

The Final Plat would plat the property into four parcels. Storm water management facilities would be located on Outlot A. Drainage and utility easements are required as well as an additional 10 feet of road right-of-way for Red Fox Road for future road improvements. Plans do comply with the preliminary approvals given for this projects, and the several Development Agreements required have been drafted: Master Site Agreement for site preparation and prohibited uses; Revenue Sharing Agreement in regard to relocation of the billboard and an amendment to the City's sign regulations to allow the billboard on a new site. The City will receive an annual payment of \$10,000, with a 3% increase in 2014. In 2023, the annual payment to the City will be \$20,000 with an annual 3% increase. Also, an Operating Agreement is required establishing permit terms for the billboard. Advertising content on the billboard will be controlled by corporate practice.

Staff is recommending approval of the Final Plat and Final PUD with the conditions listed in the staff report.

Mayor Martin asked if tobacco advertising is restricted. Ms. Nordine answered yes in accordance with company policies.

Councilmember Wickstrom verified that the increased road right-of-way on Red Fox Road will mean enough space for a sidewalk.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Huffman to approve the Final Plat and Final Stage - Planned Unit Development, submitted by DPS-Shoreview, LLC, for a phased mixed-use retail development consisting of a 10,034 square foot retail center, 14,000 square foot market (grocery), and a 3,800 square foot commercial building located on Red Fox Road, east of Lexington

Avenue, including the Development, Erosion Control and Revenue Sharing Agreements, subject to the following conditions:

1. Approval of the construction plans is required by the Public Works Director, Building Official and City Planner prior to the issuance of a grading or building permit for this development.
2. Execution of the Development Agreements, including the Erosion Control Agreement, is required prior to the release of the Final Plat.
3. Execution of the Operating Agreement is required prior to the issuance of a building or grading permit for the development.
4. The applicant shall obtain permits from Rice Creek Watershed District, Minnesota Department of Transportation and other agencies as needed prior to the City's issuance of a grading or building permit.
5. These approvals expire within one year of the date approved by the City Council.

ROLL CALL: Ayes: Quigley, Wickstrom, Huffman, Martin
Nays: None

MOTION: by Councilmember Huffman, seconded by Councilmember Quigley to approve the Operating Agreement with Clear Channel and DPS-Shoreview, LLC for the construction of a Dynamic Display Billboard located on Outlot A as identified in the plan submittal by DPS-Shoreview, LLC for the Stonehenge Shoreview Retail Center.

ROLL CALL: Ayes: Wickstrom, Huffman, Quigley, Martin
Nays: None

ADJOURNMENT

MOTION: by Councilmember Huffman, seconded by Councilmember Quigley to adjourn the meeting at 7:35 p.m.

ROLL CALL: Ayes - 4 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE __ DAY OF _____ 2011.

Terry C. Schwerm
City Manager

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

July 7, 2011

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Keith Severson, Craig Mullenbach, Mark Stange, Judd Zandstra, Jay Martin, Craig Francisco

Members Absent: Patricia Evans, Bart Berlin, Bill Atkins

Guests: None

City Staff: Charlie Grill

3. APPROVAL OF AGENDA

The agenda was approved.

4. APPROVAL OF MEETING MINUTES

The minutes of the June 2, 2011 meeting were reviewed and approved by consensus of the Committee.

5. COMMITTEE DISCUSSION ITEMS

The meeting began with Charlie reviewing the May, 2011 Public Works monthly report. The committee also reviewed feedback from the Bike Friendly Community Award and decided that for now, the committee will not be pursuing any further action regarding this award.

The Committee discussed details surrounding the Slice of Shoreview booth. Volunteer shift hours were filled for manning the booth and other logistics were written down.

Tour de Trails details were laid out and each present member was given a responsibility. Charlie, Craig M and Judd will be arriving early to begin placing signs around the long and short routes. Keith, Mark and Jay will be assisting with registration and T-shirts. Craig F will be manning the water site halfway through the route. The idea to moving the Ride to Sundays was raised and most agreed that it would be beneficial and could increase numbers since there would be no competition with the parade. Further details regarding the move will be discussed after this year's ride.

6. ADJOURNMENT

The meeting was adjourned at 8:05 PM.

**SHOREVIEW PLANNING COMMISSION
MEETING MINUTES**

September 27, 2011

CALL TO ORDER

Chair Feldsien called the meeting of the September 27, 2011 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

The following members were present: Chair Feldsien; Commissioners Ferrington, Mons, Proud, Schumer, Solomonson and Wenner.

APPROVAL OF AGENDA

MOTION: by Commissioner Mons, seconded by Commissioner Schumer to approve the agenda as submitted.

VOTE: Ayes - 7 Nays - 0

APPROVAL OF MINUTES

MOTION: by Commissioner Mons, seconded Commissioner Wenner to approve the August 23, 2011 Planning Commission minutes as submitted.

Ayes - 5 Nays - 0 Abstain - 2 (Ferrington, Proud)

Commissioners Ferrington and Proud abstained, as they did not attend the August 23rd meeting.

REPORT ON CITY COUNCIL ACTIONS

Senior Planner Rob Warwick reported that at the September 6th City Council meeting, the variance and minor subdivision of Alyssa Delange and Jessica Jimenez were approved, as recommended by the Planning Commission.

At the September 19th City Council Meeting, the appeal of the Morse variances on Lois Drive was denied, so upholding the decision of the Planning Commission.

NEW BUSINESS

VARIANCE

FILE NO.: 2430-11-23
APPLICANT: SCOTT CHRISTENSEN
LOCATION: 466 HORSESHOE DRIVE

Presentation by Senior Planner Rob Warwick

This application is for a variance to construct a deck, 12 feet by 25 feet, on the south side of his house. The variance request is to reduce the south side setback from 5 feet to 3.2 feet. The deck would be aligned with the south side of the existing garage. The property is a substandard riparian lot with 50 feet of width, 150 feet deep, and approximately 7,500 square feet in area. It is located in an R-1, Detached Residential District and the Shoreland Overlay District for Lake Owasso.

The existing house and garage were built in 1991, with approval by the City for a number of variances, including a south side setback of 3.3 feet. A second story addition was approved and built in 2001, and complied with setback requirements. The proposed deck would be along the south side of the house and west of the attached garage at the elevation of the lower walk-out level. The east side setback for the deck would be 3.3 feet; the west side would be 3.2 feet. The east end surrounds a structural concrete column.

The application complies with City design standards, except for the side setback. The applicant states that the project uses the property in a reasonable manner. Restrictions are due to the unique circumstances of topography, foundation configuration and the setback of the existing house. The deck will add value to the property and neighborhood.

Staff agrees that a deck is a normal permitted accessory use and would not alter the character of the neighborhood. A 10-foot wide deck can be built without a variance, and staff believes that size would be sufficient to provide reasonable use of the property. Unique circumstances exist with topography sloping along the side of the garage and house and a wall built to retain the slope. The deck would be a complete utilization of the setback area, which staff believes is unnecessary.

Neighboring property owners were notified of the application. Two comments were received in support of the project. There was not response from the DNR.

Staff's recommendation is that a 10-foot deck width is reasonable and that staff is unable to provide findings for practical difficulties to justify the variance. Staff recommends denial of the variance request. However staff also recognizes that the deck would not encroach further than the garage on the side lot line and would have minimal visual impact. Resolution 11-60 has been prepared in the event the Commissioners make affirmative findings for practical difficulties. To

approve the variance request the Commission needs to add findings to the Resolution.

Commissioners clarified setback requirements. Chair Feldsien noted that the deck would only be accessed from outside.

Mr. Bill Elde, stated that he represents the owner of the property. Both neighbors support this application. The deck will have no railings but will be a platform deck close to the ground with only a couple of stairs.

Commissioner Ferrington clarified that the deck would only be used for recreation and not for storage.

Commissioner Schumer asked the reason for a 12-foot width, when no variance would be required for a 10-foot width. **Mr. Elde** explained that the owner believes the deck would fit in and look better between the side of the house and rock wall using a 12-foot dimension.

Commissioner Mons stated that it is difficult for him to believe the property owner is denied reasonable use with a 10-foot deck.

Commissioner Solomonson noted that the variance request is approximately the width of the concrete column. A 10-foot deck would be on the inside of the column instead of built around it. Also, there is no railing around the deck. If anyone were to fall, it could be onto the boulders of the wall. He also believes there is reasonable use with a 10-foot wide deck and would deny the variance.

Commissioner Proud supported staff's recommendation to deny the variance. Reasonable use is present, and he believes the unique circumstances were created by the property owner.

Commissioner Ferrington stated that when the house was built, this deck could have been built to the requested specifications because at that time the variance was granted for a 3.2-foot side setback. It is not an encroachment on the OWH, and she believes it makes more sense for the deck to cover the area between a 10-foot deck and the rock wall, and neighbors do not object.

Commissioner Mons responded that it is not known if the previous Planning Commission would have approved a variance for the garage knowing there would be a deck of living space also. Also, neighborhood support is not considered in the Planning Commission decision. He does not want residents to think that neighborhood support will help an application.

Commissioner Wenner stated that he does not want to see an increase in use within the setback area along that property line. A 10-foot deck would be allowed and is reasonable.

MOTION: by Commissioner Mons, seconded by Commissioner Solomonson that the Planning Commission deny the variance request submitted by Scott Christensen for 466 Horseshoe drive to reduce the south side setback for a deck. Denial is

based on the following findings:

1. The property can be use in a reasonable manner as permitted by the Development Code. A 10-foot deck would conform to the required setback.
2. The location setback of the house are unique circumstances, but these circumstances do not compel the same setback for a 12-foot wide deck.

VOTE: Ayes - 6 Nays - 1 (Ferrington)

MINOR SUBDIVISION

FILE NO.: 2428-11-21
APPLICANT: TOR UNSTAD
LOCATION: 5108 LEXINGTON AVENUE NORTH

Presentation by Senior Planner Rob Warwick

This application is to subdivide the property into two lots. The property consists of 0.86 acre. One lot would contain the existing home; the second would be developed as a detached single-family residence. Both parcels would front on Kimberly Lane, which is an unimproved public street. Kimberly Lane has a right-of-way of 25 feet running east and west and a full 50-foot right-of-way on the segment running north and south. The street was dedicated in 1973 for the potential subdivision of nearby large lots. However, further development has not occurred.

The subject property is a corner lot that is 125 feet wide and 305 feet deep developed with a two-story home, attached garage and driveway. After subdivision, Parcel B with the existing improvement would be 125 feet wide and 179 feet deep; Parcel A would be 125 feet wide and 126 feet deep. The proposed lots conform with the R-1 Detached Residential District standards. The front of Parcel A will be the west lot line on Lexington Avenue.

The existing house complies with setback requirements once the subdivision takes place. The future house on Parcel A will be required to be 40 feet from the front lot line on Lexington, 30 feet from the rear lot line, 30 feet from the east lot line and 10 feet from the west lot line. This leaves a building pad of approximately 56 by 85 feet, or 4,760 square feet. Public utilities are available. Access to the two properties will be from Kimberly Lane.

Parcel A contains large oak and conifer trees. The impact of tree removal will be evaluated with building permit applications. Replacement is required at a ratio of 1:1. Tree removal will be addressed in the Development Agreement.

Property owners within 350 feet were notified of the application. One call was received with no objection. No written comments have been received. A permit is required from the Rice Creek Watershed District. Any work done in the right-of-way of Lexington Avenue must have required permits from Ramsey County.

Staff recommends approval with the requirement that Parcel A have access from Kimberly Lane and subject to the conditions included in the staff report.

Commissioner Solomonson asked if the zoning for the large properties to the north and south is RE (Residential Estate). Mr. Warwick stated that the property immediately south is in the R1 District. South of that property is a block of properties in the RE District. All properties to the north are in the R1 District.

Commissioner Mons asked for clarification regarding a private sewer system. Mr. Warwick explained that immediately north at 5128, there is a private sewer line that runs to the manhole further east, which drains into the sanitary sewer system. The house on Parcel B also has a private sewer line that runs to that sanitary manhole. The manhole is shallow and not deep enough to use gravity. This means that Parcel A will have to have its own private line with a sewage pump.

Commissioner Proud suggested that this development presents an opportune time for more right-of-way to be granted to the City to increase the 25-foot segment of Kimberly Lane. Mr. Warwick responded that right-of-way for the south leg of Kimberly Lane was granted with the Unstad development. Right-of-way for the north leg would be conveyed with further development of property to the north, which has not happened. The Public Works Department sees no reason to increase the right-of-way at this time given the lot characteristics.

Mr. Tor Unstad, 5108 Lexington, Applicant, explained the private sewer system. The house at 5128 used to have a septic system. When he built his own house, there was no sewer. The elevation rises to an existing manhole at 5114 Lexington. He paid to have the sewer extended 75 feet west so he could access it by gravity from his own house. The owner at 5128 then decided to have a private lift station to pump into the same manhole. That is the reason for the private pump at 5128 and his private extension to the manhole.

MOTION: by Commissioner Mons, seconded by Commissioner Wenner to recommend the City Council approve the minor subdivision application submitted by Tor Unstad for 5108 Lexington Avenue, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted, prepared by E. G. Rud and dated August 25, 2011.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public easements for drainage and utility shall be conveyed to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.

4. Municipal water and sanitary sewer service shall be provided to both lots.
5. Access for the future house on Parcel A shall be from Kimberly Lane only. Direct access onto Lexington Avenue is prohibited.
6. The subdivision and future construction on Parcel A is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and no City permits shall be issued prior to approvals by the RCWD.
7. The applicants shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
8. Any work within the Lexington Avenue right-of-way is subject to the permitting authority of Ramsey County.
9. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

This recommendation for approval of the Minor Subdivision is based on the following findings of fact:

1. The subdivision is consistent with the policies of the Comprehensive Plan and in compliance with the regulations of the Development Code.
2. The proposed lots conform to the adopted City standards for standard riparian lots.
3. Municipal water and sanitary sewer service are available for each proposed parcel.

VOTE: Ayes - 7 Nays - 0

VARIANCE/MINOR SUBDIVISION

FILE NO.: 2427-11-20
APPLICANT: SARAH SAMPSON FOR JEREEN RASMUSSEN
LOCATION: 4877 NOTTINGHAM PLACE

Presentation by Senior Planner Rob Warwick

This request is to subdivide a 0.84 acre site into two lots. Parcel A would include the existing house and detached garage. Parcel B would be for future development of a new single-family detached residence. A variance is requested to reduce the Parcel B lot depth from the required 125 feet to 108.44 feet.

In 1993, the City approved the vacation of right-of-way, and the same variance for lot depth and minor subdivision. With vacation of the right-of-way, Parcel B conforms to the width of other lots on Nottingham. Resolution 93-106 was recorded with Ramsey County by the City. However, Ms. Rasmussen was not aware of her responsibility to record the subdivision and the one-year approval period expired. In 1995, the detached garage south of the house was removed as a condition to the City's approval. A new garage was constructed north of the house.

Both lots comply with City R1 District standards with the exception of the lot depth on Parcel B.

The subdivision also complies with the City's development standards with the exception of the Parcel B lot depth. When this area was platted in 1948, there were no lot depth standards. Utility service stubs are not installed for Parcel B and will have to be provided. Drainage and utility easements of 10 feet to the front and rear and 5 feet to each side are required. Parcel A has two existing driveways. The one to the south was for the garage that was removed. It is staff's recommendation that the old driveway be removed as a condition of approval.

Staff believes the request is reasonable. Unique conditions exist from the history of development in this area. The request was previously authorized by the City, and lot standards have not been amended since the 1993 approval. The essential character of the neighborhood will not be changed with the creation of Parcel B.

Notice of the request was sent to property owners within 350 feet of the subject property. One call was received in support of the application. Two written comments have been received expressing concern with the loss of large lots. Staff recommends the variance be approved and that the subdivision request be forwarded to the City Council for approval, subject to the conditions listed in the staff report.

Commissioner Solomonson asked if it needs to be taken into account that the definition of a variance has changed since 1993. City Attorney Filla responded that the changes for considering variances now make it easier for the City to grant them.

Commissioner Mons stated that he would not be favorable to granting further variances for setbacks for the resulting building pad on Parcel B.

Ms. Sarah Sampson, Power of Attorney on behalf of her mother Jereen Rasmussen, stated that she is trying to help her mother to be able to obtain as much money as possible from the property.

MOTION: by Commissioner Mons, seconded by Commissioner Proud to adopt Resolution 11-68 approving the variance request for 4877 Nottingham Place and to recommend the City Council approve the minor subdivision, subject to the following conditions:

Variance

1. The project must be completed in accordance with the plans submitted as part of the Minor Subdivision/Variance applications.
2. This approval will expire after one year if the subdivision has not been recorded with Ramsey County.
3. This approval is subject to approval of the Minor Subdivision application by the City Council.
4. This approval is subject to a 5-day appeal period.

Minor Subdivision

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations prior to the City endorsing the deed for recording. The fee shall be based upon 5% of the current fair market value of the property, as determined by an appraisal or the sales price.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be dedicated before the City will endorse the deed for recording.
4. Payment for City water and sanitary sewer availability to the new lot in the amount of \$3,848.20. Municipal water and sanitary sewer service shall be provided to the new lot.
5. The south driveway on Parcel A shall be removed and the area restored prior to endorsement of deeds by the City for recording with Ramsey County.
6. The applicant shall enter into a Development Agreement with the City. This agreement shall be executed prior to the City's release of the deed for recording.
7. A tree protection and replacement plan shall be submitted prior to issuance of a building permit for Parcel B. The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application and implemented during the construction of the new residence.
9. A final site-grading plan shall be submitted and approved prior to issuance of a building permit.
10. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

This approval is based on the following findings:

Variance

The property owner proposes to use the property in a reasonable manner not permitted by the Shoreview Development Regulations. The proposed subdivision of the 240 foot wide by 108.44 foot deep lot for a future detached single family dwelling is a reasonable use of this property.

The plight of the property owner is due to circumstances unique to the property not created by the property owner. Unique circumstances warrant the variance. The existing property was platted in 1948, and subject to a street vacation in 1993. The vacation increased the useable lot area that was not available for platting a lot in 1948. These conditions have not changed since the Shoreview Planning Commission adopted Resolution No. 93-106, approving this same variance in 1993

The variance, if granted, will not alter the essential character of the neighborhood. The resulting lot will have a 100-foot width, consistent with the pattern in the neighborhood, and so the character of the neighbor will not be altered by granting the variance.

Minor Subdivision

1. The subdivision is consistent with the policies of the Comprehensive Plan and in compliance with the regulations of the Development Code.
2. The proposed lots conform to the adopted City standards for the R1 District.

~~Development~~ The subdivision is consistent with the policies of the Comprehensive Plan and in the

VOTE: Ayes - 7 Nays - 0

Chair Feldsien called a five-minute break and reconvened the meeting.

**PUBLIC HEARING - PLANNED UNIT DEVELOPMENT - DEVELOPMENT
STAGE/REZONING/PRELIMINARY PLAT/COMPREHENSIVE SIGN REVIEW**

FILE NO.: 2429-11-22
APPLICANT: CITY & COUNTY CREDIT UNION
LOCATION: RED FOX ROAD & LEXINGTON AVENUE

City Attorney Filla stated that he has an affidavit indicating that proper notice has been given and the public hearing is in order.

Presentation by City Planner Kathleen Nordine

Four applications have been submitted: 1) rezone from Urban Underdeveloped (UND) to Planned Unit Development (PUD); 2) preliminary plat to subdivide the property into four parcels; 3) PUD Development Stage review; and 4) Comprehensive Sign Plan. The property consists of 6.6 acres. Adjacent land uses are commercial and Island Lake Golf Course owned by Ramsey County.

Rezoning

The proposal is to develop a mixed use retail center of 10,034 square feet in size with multi tenants; a specialty market of 14,000 square feet; and a commercial building of 3,800 square feet. This development would be done in phases with the initial phase beginning this fall. The PUD zoning, rather than C2, would allow flexibility from development standards in exchange for higher quality development. The benefit would be in sharing certain infrastructure for the entire development, which includes parking, lot areas, utilities and storm water management. The City Comprehensive Plan designates this site for commercial use. Therefore, this application is consistent. Surrounding land uses are commercial in nature so there would be no adverse impact to adjacent property.

Preliminary Plat

The property would be subdivided into four new parcels, which would comply with City

standards. The development would occur on three lots, and the fourth lot would be used for storm water ponding. An easement over an existing water main will need to be vacated, as the water main will be moved and a new easement required. A cul-de-sac terminus would be dedicated for the roadway.

PUD

Deviations from City Code that are being requested would be for proof of parking; setbacks along I-694 on Lots 1, 2, and 3; and a setback reduction on Lot 3 for a potential future drive-through facility. Should this drive-through canopy be built, a setback of 22 feet is proposed rather than the required 30 feet. There is wetland on Lot 3, which forces buildable area to the north. Therefore, staff believes this change is justified.

Parking would be built as needed in additional phases of development. The proposed structures on Lots 1 and 2 comply with City setback standards. A setback of 20 feet is required for all parking. A setback of 15 feet is proposed on Lot 1 and 5 feet on Lots 2 and 3. Staff believes this is reasonable due to the proximity to I-694.

Benefits that would be derived from the requested deviations include a coordinated development with shared infrastructure; architectural enhancements to the buildings; and use of sustainable practices to preserve open space on the east side, preserve and protect wetland and wooded areas, and use of water efficient facilities in the buildings.

The site slopes upward toward the east. More significant grading will be needed for storm water ponding. Overflow will be directed to the Mn/DOT right-of-way. A permit from Mn/DOT is required. Also an application for a permit from Rice Creek Watershed District has been submitted.

The retail center, Phase 1, is a one-story building facing Red Fox Road. The building complies with all design standards and incorporates sustainable practices of water conservation and indoor environmental quality.

A traffic study was done in 2010, which determined that current road improvements are adequate for the proposed development. However, during peak hours the intersection of Red Fox Road and Lexington is congested, and staff is requesting that the developer participate in further discussion of improvements to the roadway.

Comprehensive Sign Plan

The application is for two free-standing signs--a monument sign on Red Fox Road and a pylon sign on I-694. Both signs comply with City standards. Wall signs are proposed for the retail center and do comply with the City ordinance. The number of signs (16) proposed exceeds the maximum number permitted, as wall signs are requested for the rear of buildings facing I-694. The sign package is consistent with other double-frontage retail center properties. An existing billboard will be moved to the east and addressed in the Development Agreement.

Property owners within 350 feet were notified of the applications. No comments were received. The Lake Johanna Fire Department did submit comments. The Environmental Quality Committee (EQC) reviewed the proposal and also submitted comments. One concern is adequate snow storage. Also, some suggestions for future sidewalks and trails were given with future improvements to Red Fox Road.

Staff believes the applications comply with City standards and ordinances. The proposal is an efficient use of space and infrastructure with less land disturbance and preservation of more open space. A higher architectural design will be used. Additional retail services will be brought to the community, as well as employment opportunities. Staff is recommending approval subject to the conditions listed in the staff report.

Commissioner Mons stated that his concern is that with this development being built in phases, market conditions may change and it may not be possible to build the integrated development as presented. He asked how the developer can be held to the design presented. Ms. Nordine responded that Lots 1, 2, and 3 must adhere to the standards approved through the PUD. Any future change would mean a request to amend the PUD. In Phase 1, the developer is putting in the infrastructure to accommodate the future development of Lots 1 and 3. That includes a storm water system and utility work for sewer and water. The parking lot would be developed with access to Lots 1 and 3. Also, the Development Agreement will tie the developer to the proposal being made at this time.

Commissioner Mons stated that the uniform sign plan often is changed with corporate requirements. He would like to know to what extent uniform signage will be required both on Red Fox Road and along I-694. Another issue is traffic and having leverage to require the developer to make necessary road improvements. Ms. Nordine explained that the traffic study indicates that the uses proposed show the existing configuration of Red Fox Road to be adequate. The problem occurs with use by surrounding land uses. Not one developer can be held responsible for the traffic of all users. At this time it is not known what improvements are needed, and staff believes the developer can only be asked to participate in traffic discussions. Commissioner Mons stated that he is not sure further development should be approved that exacerbates the traffic situation. Already, vehicles wait two or three lights to get through.

Commissioner Mons noted that no sign was posted on the property indicating that rezoning was being considered. He suggested a sign be posted and this matter be held over to the next meeting in case there is public comment. Ms. Nordine stated that there is no particular reason a sign was not posted, but the City has met all legal requirements.

Commissioner Solomonson expressed concern about the number of access points and asked how flow of traffic would be handled with truck deliveries, particularly to Lot 1. Mr. Warwick noted that Target is working with the Ramsey County Sheriff regarding trucks that park on their property. Ms. Nordine added that staff believes the access points to be reasonable and not in conflict with other traffic on Red Fox Road. It is anticipated that loading for the building on Lot 1 would be on the north side.

Commissioner Solomonson asked if the GOLF sign would be kept to indicate the golf course. Ms. Nordine stated that staff will work with Ramsey County to keep the sign.

Commissioner Proud agreed that a rezoning sign needs to be posted for public comment and would request the matter be held over. He asked if there will be competition for parking among tenants or if there would be assigned parking. Ms. Nordine stated that the developer will work out with tenants whether a certain number of spaces need to be assigned, and parking will be addressed in the Development Agreement. Additionally, Commissioner Proud stated that Mn/DOT is strict about storm water runoff, and he believes approval would be premature prior to Mn/DOT approval. In regard to traffic, he would like to see the developer be required to collaborate with other businesses on Red Fox Road to reach a solution that the City deems appropriate. He would not be able to approve this plan, unless there is a road plan that meets needs. Also, he would want to be sure there is consistency with signs.

Commissioner Ferrington asked if, with the extremely heavy recent rain storms, calculations have been done to adequately accommodate storm water drainage. Any flooding onto I-694 could be a safety issue. Ms. Nordine stated that storm water calculations have been completed and are being reviewed by the Public Works Department, Rice Creek Watershed District and Mn/DOT.

Chair Feldsien opened the public hearing.

Mr. Dave Carland, Stonehenge USA, Applicant, 18258 Minnetonka Boulevard, Deephaven, introduced Randy Rauwerdink who was also with him. He stated that he respects the need for input, but legal requirements have been met and he would not want to see this matter held over. It would mean telling prospective tenants that the project would not begin until spring and they would not be open in the spring but rather next fall.

In regard to signage, there is a vested interest to attract tenants, but it is also important to have an attractive development. There is always a retailer who wants a logo sign. He believes that the City and his firm have the tools to allow some color and yet achieve consistency. He encouraged Commissioners to look at a recent development his firm did in Eagan that shows a consistent sign plan. The signage along I-694 is critical because retailers perceive this location as behind Target and set back from Lexington. As for parking, retail centers work best without exclusivity of parking. There may be a couple of front spaces marked 10-minute parking for takeout only. Beyond City parking regulations, retailers also look for locations with compatible tenants in regard to parking.

Stonehenge is purchasing the property from City & County Credit Union. The most easterly site is being retained by the credit union for a possible branch location. Once the infrastructure is in place, there will not be much opportunity for any development other than what has been approved with the proposed plan. It is difficult to respond to traffic. It is clear Stonehenge will have to work with the City to be sure Red Fox Road provides good access.

Mr. Rauwerdink indicated the truck entrances and drives for the retail center and future market.

He also indicated the setback area and green area to the north that will be adequate for snow storage. There will be heavy landscaping against the wetland so there will be no opportunity to push snow into the wetland. He described the building materials and 4-foot sign band that will extend across the building for all tenants. Rice Creek Watershed District has reviewed the proposal and will be taking up the matter at its meeting the next day. Calculations for storm water has been thoroughly analyzed. The site consists of heavy clay and so not a lot of opportunity for infiltration. There has been preliminary discussion with Mn/DOT, which will be followed up. Overflow from the storm water pond after development will be less than what currently exists, which is what Mn/DOT requires.

Commissioner Proud stated that before taking action on this application, he would want to see: 1) a commitment to signage that meets City expectations; 2) comprehensive road solutions with all users participating; and examples of other sites developed by Stonehenge.

Commissioner Mons suggested the signage part of the proposal be laid over separate from approvals of the rest of the applications. **Mr. Carland** stated that Stonehenge has negotiated with staff a defined sign plan with criteria that is detailed about what can and cannot be done for signage.

Commissioner Proud stated that the consistency he would like to see with signs along I-694 can be seen along I-35E near Maryland Avenue. The size and color of the signs is totally consistent.

Commissioner Solomonson stated that he is ready to act on the proposal and that the sign criteria stipulated by staff is adequate. Also, he does not see how tabling one meeting is going to change the traffic study.

Commissioner Wenner agreed with Commissioner Solomonson that the level of concern is not enough to hold this application over to another meeting.

Mr. Jay Scott, Exxon Mobile, corner of Red Fox Road and Lexington Avenue, acknowledged the traffic congestion at peak hours. A retail center will only make it worse. He would not want to hold up the project, but he would like the traffic situation thoroughly studied and addressed.

MOTION: by Commissioner Mons, seconded by Commissioner Proud to close the public hearing.

Discussion:

VOTE: Ayes - 7 Nays - 0

MOTION: by Commissioner Mons, seconded by Commissioner Wenner to recommend to the City Council approval of development applications submitted by DPS Shoreview LLC for a phased mixed use retail development and including the conditions listed under rezoning and preliminary plat and the first three Findings

of Fact but excluding approval of the section describing the Comprehensive Sign Plan and excluding the fourth Finding of Fact. Further consideration will be given to the Finding of Fact regarding the Comprehensive Sign Plan at the Planning Commission's October 25, 2011 meeting to be sure the finding is being met.

Rezoning

1. This approval rezones the property from UND, Urban Underdeveloped, to PUD, Planned Unit Development with an underlying zone of C-2, General Commercial.
2. Rezoning is not effective until approvals are received for the Final Plat, PUD - Final Stage and development agreements executed.

Preliminary Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines and over wetland and ponding areas, including the wetland buffer. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide and as required by the Public Works Director. Easements shall be vacated as needed.
3. Private agreements shall be secured between the parcels in the subdivision regarding joint driveway, parking, stormwater, utility and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
4. The Developer shall create an Association for all property owners in this plat. The Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall address the use/maintenance of all shared infrastructure including driveways, parking areas, stormwater infrastructure and other utilities.
5. Executed and recorded copies of the required agreements and association documents shall be submitted to the City prior to the issuance of a building permit.
6. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.

Planned Unit Development – Development Stage

1. This approval permits the development of these parcels with a mixed-use retail center consisting of a grocery/retail center approximately 27,700 square feet in size, a 4,500 square foot commercial/bank/retail building and a 4,500 square foot commercial/retail or restaurant.
2. Private agreements shall be secured between the parcels in the PUD regarding joint driveway, parking, stormwater, utility and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's review of the Final Stage PUD plans and Final Plat.
3. The items identified in the memo from the Assistant City Engineer/Public Works Director shall be addressed prior to the City's review of the Final Stage PUD plans and Final Plat.
4. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to submittal to the City of applications for Final Plat and PUD – Final Stage. Final plans shall identify site construction limits and the treatment of work (i.e. driveways, parking areas, grading, etc.) at the periphery of these construction limits.

5. The applicant shall obtain permits from Rice Creek Watershed District, Minnesota Department of Transportation prior to the City's issuance of a grading permit or building permit.
6. The applicant shall create a Property Owners' Association for the project. The applicant and all subsequent property owners shall be a party to the Association required as part of this plat. The Property Owners' Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall include the following:
 - a. The Property Owners' Association shall maintain landscaping/screening and maintenance shall be consistent with the approved landscaping plan, stormwater management infrastructure and parking.
 - b. Membership in the Property Owners' Association must be mandatory for each property owner and any successive buyer of all units. The dues for such membership must be established to adequately meet the expenses of maintenance and fulfillment of all responsibilities of the Association as set forth in this agreement.
7. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project. The Development Agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process.
 - b. Phasing of the development
 - c. Landscape maintenance
 - d. Tree preservation and replacement
 - e. Wetland buffer protection
 - f. Billboard signage
8. This approval shall expire after two months if the Planned Unit Development - Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C)(6).
9. The items identified in the memo from the Assistant City Engineer/Public Works Director must be addressed prior to the City's review of the Final Stage PUD plans and Final Plat.
10. The applicant shall continue to work with the property owner and City regarding the removal/relocation of the billboard.

Comprehensive Sign Plan

1. The signs shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and City Council.
2. The applicant shall obtain a sign permit prior to the installation or refacing of any signs on the property.

3. Any temporary signs must be affixed to the principal building. Temporary business signs must be associated with a temporary promotional sale and shall be in place for a maximum of 7 days. No more than two temporary business signs are permitted per year (excludes window signs). A permit shall be obtained prior to installing any temporary signs.

This recommendation is based on the following findings of fact:

1. The proposed land use is consistent with the designated commercial land use in the Comprehensive Plan.
2. The proposal complies with the City's rezoning criteria.
3. The proposal complies with the City's criteria for Planned Unit Developments. Flexibility from the City's Development Code results in a higher quality development that provides benefits through the more efficient use of infrastructure, less land disturbance and retain some open space. The proposal will benefit the City as a whole by providing additional retail services and employment opportunities.
4. The proposed deviations from the City's Sign Code are reasonable based on the commercial land use, site location and characteristics.

Commissioner Solomonson offered an amendment, seconded by Commissioner Ferrington for the motion be approved as submitted, including approval of the Comprehensive Sign Plan and fourth Finding of Fact regarding the sign plan.

ROLL CALL ON THE AMENDMENT:

Ayes: Schumer, Ferrington, Solomonson, Feldsien

Nays: Proud, Mons, Wenner

Motion on the amendment approved.

Discussion on full motion:

Commissioner Proud spoke against the motion because even though legal requirements have been met, there is a lack of public notice regarding signage posted on the property. He also does not believe the sign or traffic concerns have been satisfactorily addressed. Also, all storm water issues have not been addressed.

Commissioner Solomonson suggested a sign be posted on the property prior to consideration of this application by the City Council.

ROLL CALL ON FULL MOTION AS AMENDED:

Ayes: Ferrington, Solomonson, Feldsien

Nays: Wenner, Mons, Proud, Schumer

The motion failed.

Commissioner Mons acknowledged the amount of time the developer has spent working with staff on this project. However, he expressed frustration that the Planning Commission has had little opportunity to have input. He would like to see the City process improved in this regard.

Commissioner Schumer stated that he does not have a problem with the sign plan, but he also is concerned that a sign was not posted on the property advising the public of consideration for rezoning. He believes the storm water issues are under control.

MOTION: by Commissioner Mons, seconded by Commissioner Solomonson to recall the vote on the motion as amended.

Discussion:

Commissioner Proud stated that his support to vote for the recall vote does not indicate his support for the motion.

VOTE TO RECALL: Ayes - 7 Nays - 0

Commissioner Mons stated that he would reluctantly support the amended motion, noting his prior comments.

RECALL VOTE ON AMENDED MOTION:

ROLL CALL: Ayes: Ferrington, Solomonson, Mons, Schumer, Feldsien
Nays: Wenner, Proud

MISCELLANEOUS

Council Meetings

Chair Feldsien and Commissioner Schumer are scheduled to attend the October 3rd and October 17th City Council meetings.

ADJOURNMENT

MOTION: by Commissioner Mons, seconded by Commissioner Solomonson to adjourn the September 27, 2011, Planning Commission meeting at 9:56 p.m.

ROLL CALL: Ayes - 7 Nays - 0

ATTEST:

Kathleen Nordine
City Planner

HUMAN RIGHTS COMMISSION

MEETING MINUTES

September 28, 2011

CALL TO ORDER

Commissioner Williams called the meeting to order at 7:03 p.m. with the following members present: Nancy Hite, Sam Abdullai, Cory Springhorn, Bob Minton, Elaine Carnahan and Richard Bokovoy. The following members were absent: Mark Frey (excused) and Kamilyn Choi (excused). Also present was Tessia Melvin, Assistant to the City Manager/Communications.

APPROVAL OF MINUTES

Commissioner Hite moved to accept the August 24 minutes, seconded by Commissioner Abdullai.

Vote: 7 AYES 0 NAYS

BULLIED DVD

The Commission watched the DVD and discussed the possibility of creating a Community Dialogue on Bullying in the 2012 Spring. With the DVD creating many of thoughts on a potential Community Dialogue, Melvin asked the Commissioners to bring ideas to the October meeting.

VOLUNTEER DINNER

Melvin reminded the Commissioners about the Volunteer Appreciation Dinner on Thursday, October 6. The dinner begins at 5:30 p.m. and all members are welcomed to attend with a guest.

OTHER BUSINESS

Commissioner Williams noted that Commissioner Hite be recognized for her work with the Domestic Partner Registry. The Commission agreed that Hite's work and commitment were important in the passing of this ordinance.

Melvin reminded the Commissioners to attend the Roseville meeting on Tuesday, October 4. The talk will be on Project 515.

Melvin also reminded the Commission that the SPIN series will begin in October. The Shoreview HRC is a paid sponsor of the event and Commissioners are welcome to attend.

Commissioner Abdullai invited the Commissioners to attend the League of Minnesota Human Rights meeting on Saturday, October 22, at Shoreview. The meeting will discuss the League's essay contest.

ADJOURN

There being no further business, Commissioner Minton moved to adjourn the meeting at 8:40 p.m., seconded by Commissioner Bokovoy.

Motion was adopted unanimously.

Minutes of Regular Meeting

ENVIRONMENTAL QUALITY COMMITTEE

October 24, 2011

1. CALL TO ORDER

The meeting was called to order at approximately 7:10 pm.

2. ROLL CALL

Members Present: Tim Pratt, Susan Rengstorf, Katrina Edenfeld, Dan Westerman, Scott Halstead, Lisa Shaffer-Schreiber, Len Ferrington and Mike Prouty.

Members Absent: Chris Nelson

City Staff Present: Tom Wesolowski - Assistant City Engineer

3. APPROVAL OF AGENDA

The agenda was approved with no changes.

4. APPROVAL OF MINUTES – September 26, 2011

The minutes were approved with minor changes.

5. BUSINESS

A. Goal Discussion – Continued

The Committee reviewed the main categories and the specific goals for each category and had the following discussions:

a. Education – Continue with the speaker series and newsletter articles.

b. Water – The Green Community Committee has decided to dissolve. If the Green Community Awards are to continue the EQC will have to take on the responsibilities that were previously held by the Green Community Committee.

Mike mentioned that he is part of a group called Dovetail Partners that deal with sustainability and green building. He suggested they could come and talk with the EQC at the November meeting about how the Green Community Awards could be revised to include sustainability and green building.

c. Sustainability – No specific discussion.

d. Garbage – Discussion concerning status of Maplewood's process to move to organized garbage collection. Committee will continue to monitor.

e. Recycling – Starting in early 2012 Allied, the City's recycling collection contractor, will start taking #1–7 plastics.

- f. **Green Building** – EQC will come up with a list of topics to discuss with the Planning Commission when they meet.

B. Topics for Meeting with Planning Commission

- a. Describe what you Commission does.
- b. What process or procedures do you use?
- c. How do you incorporate the EQC's input into your decision making process?
- d. What are opportunities/challenges to promoting green building and remodeling?
- e. How can we work together to promote City goals such as increasing opportunities for non-vehicular traffic.
- f. Look at modifying code to allow controlled burns for natural landscapes and the requirement for turf lawn in the front yard.
- g. Management of hard surfaces. Is the City requiring too much?

C. Newsletter Article Topics

There are six community newsletters that are sent out every year. Three issues are larger in size and have room for more articles.

Small issue – delivery end of December, articles due November 21st

Large issue - delivery end of February, articles due December 23rd

Large issue – delivery end of April, articles due February 24th

Small issue – delivery end of June, articles due May 25th

Small issue – delivery end of August, articles due July 20th

Large issue – delivery end of October, articles due August 24th

For the December issue:

- Information on the Speaker Series.
- Mike will write an article on tree trimming. Since it is a small issue and there is not enough room the article will go in the Feb issue.

For the February issue:

- Information on the additional plastics that Allied will collect.
- Information on the Ramsey County collection sites for unused medications.

For the April issue:

- An article on environmentally friendly bug & weed protection.

D. Speaker Series Topics

After discussing possible topics the EQC decided on the following:

- a. Benefits of Installing a Raingarden – Tim will contact Dawn Pape from Blue Thumb to see if she would do a presentation.
- b. Bird Feeding the Right Way – Mike and Susan will work to find a speaker.
- c. Study on Household Pollution – Len will contact Larry Baker to see if he would do a presentation.
- d. Vision of Metro-Transit – Scott will work to find a speaker.

The speaker series is held on the 3rd Wednesday of the month from January – April and runs from 7 to 8pm.

E. Public Works Update

a. Buffalo Lane

The project has been completed.

b. Victoria/Tanglewood Pavement Rehabilitation

The project has been completed.

c. 2012 Proposed Reconstruction Project

For next year the City's Capital Improvement Plan includes the reconstruction of Floral Drive, Demar Avenue, and County F west of Hodgson Road. City staff will begin working on the feasibility study for the project.

d. Environmental Officer

The City hired an individual for the Environmental Officer position and she will start on November 7th.

F. Other

The 2012 Green Guide, which is an annual environmental magazine, will be coming out in the next few weeks.

G. Adjournment

The meeting was adjourned at 8:40 pm.

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the following payment of bills as presented by the finance department.

Date	Description	Amount
10/17/2011	Accounts payable	\$ 150,332.22
10/20/2011	Accounts payable	\$ 343,949.69
10/24/2011	Accounts payable	\$ 890.31
10/27/2011	Accounts payable	\$ 61,964.04
10/31/2011	Accounts payable	\$ 23,437.82
11/3/2011	Accounts payable	\$ 106,990.10
11/7/2011	Accounts payable	\$ 297,070.44
Sub-total Accounts Payable		\$ 984,634.62
10/13/2011	Payroll 123391 to 123428 954118 to 954293	\$153,729.06
11/4/2011	Payroll 123429 to 123481 954294 to 954468	\$157,065.49
Sub-total Payroll		\$ 310,794.55
TOTAL		\$ 1,295,429.17

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

11/7/2011

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ALLIED WASTE SERVICES #899	SEPT ALLIED WASTE SERVICES	210	42750	3190			\$27,658.21	\$27,658.21
ELLINGSON DRAINAGE INC	PAYMENT NO.1 11-05	442	47000	5900			\$54,639.44	\$54,639.44
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 10-14-11	101	20431				\$1,227.62	\$1,761.78
		101	20432				\$534.16	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.11	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.11	\$17.11
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.11	\$17.11
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.86	\$16.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.86	\$16.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.07	\$17.07
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$17.07	\$17.07
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
HEALTH PARTNERS	HEALTH INSURANCE: NOVEMBER 2011	101	20410				\$41,316.14	\$42,553.28
		101	20411				\$1,237.14	
LAFLEUR, MICHAEL	YOUTH SOCCER REF OCT 8 & 15	225	43510	3190			\$90.00	
MINNESOTA UC FUND	UNEMPLOYMENT COMPENSATION: 3RD QTR 2011	225	43560	1420			\$156.60	\$193.14
		225	43580	1420			\$36.54	
MOUNDS VIEW PUBLIC SCHOOLS	FACILITY FEE - TURTLE LAKE (FALL SOCCER)	225	43510	3190			\$67.50	\$67.50
MOYNAGH, PATRICK CASSIDY	YOUTH SOCCER REF OCT 8 & 15	225	43510	3190			\$90.00	
PARTY EXPRESS, INC	BALLOON DROP NETS (QTY 2)	225	43580	2172			\$114.89	\$114.89
PENSINI, BRIANNA	YOUTH SOCCER REF OCT 8	225	43510	3190			\$30.00	\$30.00
RAUCH, THOMAS	YOUTH SOCCER REF OCT 15	225	43510	3190			\$60.00	\$60.00
TARGET COMMERCIAL INTERIORS	INSTALLATION OF NEW OFFICE FURNITURE	405	40800	5600			\$1,249.10	\$1,249.10
TARGET COMMERCIAL INTERIORS	NEW FURNITURE FOR OFFICES	405	40800	5600			\$20,313.13	\$20,313.13
VALLEY NATIONAL GASES	CO2 RENTAL	220	43800	2160			\$83.48	\$83.48
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$128.31	
		101	40800	2180			\$129.15	\$257.46
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$809.90	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	101	40800	2180			\$90.04	\$90.04
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$11.75	\$11.75

Total of all invoices: \$150,332.22

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
PELTON, JULIE	MILAGE REIMBURSE - JOB FAIR/DELIVER PKTS	101	40200	3270			-\$18.18	-\$18.18
JIMMY'S CONFERENCE & CATERING	VOLUNTEER APPRECIATION EVENT - BARTENDER	101	40100	4890			-\$289.24	-\$289.24
ANCHOR PAPER	COPY PAPER	101	40200	2010			\$742.78	\$742.78
ANTHONY, MATT	VIDEO OF SEWER 305 FLORAL	602	45550	3190			\$150.00	\$150.00
ARBOGAST, JACKIE	FACILITY REFUND	220	22040				\$250.00	\$250.00
AWWA	AWWA MEMBERSHIP FOR 2012	601	45050	4330			\$1,705.00	\$1,705.00
BOLENBAUGH, GARY	FACILITY REFUND	220	22040				\$250.00	\$250.00
C & E HARDWARE	UTILITY KNIFE/LESS CREDIT	101	43710	2400			\$17.12	\$15.32
		101	43710	2400			-\$1.80	
CITY OF ST PAUL	UTILITY ENVELOPES/MAILING AND RETURN	601	45050	2010			\$1,774.26	
		602	45550	2010			\$1,774.26	\$3,548.52
CLASSIC CATERING/PICNIC PLEASE	LIGHTING CEREMONY - DEPOSIT	101	40100	4890			\$200.00	
COMMISSIONER OF REVENUE- WK TA	WITHHOLDING TAX - PAYDATE 10/21/11	101	21720				\$9,106.56	\$9,106.56
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 10-21-11	101	20420				\$153.00	\$153.00
DECKER, ELIZABETH	PASS REFUND	220	22040				\$126.13	\$126.13
DEPARTMENT OF LABOR & INDUSTRY	BOILER LICENSE FEES	220	43800	4890			\$80.00	\$80.00
EDS BUILDERS, INC	SEPT 2011 MAINT FAC RENOVATION PROJECT	434	47000	5900			\$2,207.72	
ENDRES, JESSICA	FACILITY REFUND	220	22040				\$250.00	\$250.00
FSH COMMUNICATIONS LLC	TELEPHONE SERVICES: PAYPHONE	101	40200	3210			\$64.13	\$64.13
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 10-21-11	101	20418				\$5,460.00	\$5,460.00
GRANDMA'S BAKERY	SAFETY AWARDS	101	40210	4890			\$99.93	\$99.93
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:10/21/11	101	21750				\$5,448.96	\$5,448.96
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 10-21-11	101	20430				\$398.00	\$398.00
IKON OFFICE SOLUTIONS	COPIER SERVICE REQUEST	101	40200	3850			\$200.02	\$200.02
JEFF ELLIS & ASSOCIATES, INC	LIFEGUARD LICENSES	220	43800	3190			\$1,617.00	\$1,617.00
KOLLAR, MELISSA	PASS REFUND	220	22040				\$102.84	\$102.84
LANGER'S	TREES REMOVED ON 993 COBB ROAD	568	47000	5950			\$3,243.66	\$3,243.66
MALONEY, MARK J.	MILAGE: 04/28/11-09/07/11	101	42050	3270			\$124.44	
		101	42050	3270			\$179.48	
MALONEY, MARK J.	APWA CONFERENCE	101	42050	3270			\$1,176.20	
METRO LEASING COMPANY	PUSH PEDAL PULL CARDIO LEASE - OCT 2011	220	43800	3960			\$1,445.35	\$1,445.35
METROPOLITAN COUNCIL ENVIRONME	SEWER SERVICE-NOVEMBER 2011	602	45550	3670			\$147,025.84	\$147,025.84
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 10-21-11	101	20435				\$209.00	\$209.00
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: SEPTEMBER 2011	701	46500	2120			\$269.64	\$269.64
MINNESOTA DEPARTMENT OF REVENUE	SALES USE TAX: SEPTEMBER 2011	220	21810				\$13,515.00	\$24,177.00
		220	21810				-\$3,874.00	
		701	46500	2120			\$165.00	
		601	21810				\$3,203.00	
		101	40500	4330			\$34.09	
		101	40550	2010			\$29.00	
		101	40550	2180			\$10.20	
		101	40550	3860			\$22.17	
		101	40550	4350			\$.96	
		101	42050	2010			\$3.02	
		101	43710	2240			\$4.71	
		101	43710	2400			\$1.43	
		220	43800	2180			\$80.75	
		220	43800	2200			\$8.20	
		220	43800	2201			\$9.52	
		220	43800	2240			\$217.29	
		220	43800	2591			\$49.90	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		220	43800	3950			\$4.12	
		220	43800	3960			\$79.15	
		225	43520	2170			\$40.37	
		225	43530	2170			\$8.25	
		225	43555	2170			\$60.17	
		601	45050	2280			\$21.70	
		220	21810				\$10,483.00	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 10-21-11	101	20420				\$15.00	
MINNESOTA POLLUTION CONTROL AG	TIN PAULNO SEWER EXAM	602	45550	4500			\$55.00	\$55.00
MINNESOTA POLLUTION CONTROL AG	COLLECTION SYSTEM BASIC CLASS (SEAN)	602	45550	4500			\$300.00	\$300.00
MINNESOTA POLLUTION CONTROL AG	TIN PAULNO SEWER SCHOOL	602	45550	4500			\$300.00	\$300.00
MINNESOTA REVENUE	ID #L1549584384 - 10/21/2011	101	20435				\$357.50	\$357.50
NEOFUNDS BY NEOPOST	POSTAGE FOR POSTAGE MACHINE	101	40200	3220			\$4,000.00	\$4,000.00
NORTH COUNTRY CONCRETE, INC	SEPT 2011 MAINT FAC RENOVATION PROJECT	434	47000	5900			\$1,000.00	\$1,000.00
PELTON, JULIE	MILAGE REIMBURSE - JOB FAIR/DELIVER PKTS	101	40200	3270			\$18.18	
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 10-21-11	101	21740				\$28,092.88	
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTION 10-21-11	101	21740				\$243.50	\$243.50
RICOH AMERICAS CORPORATION	MAINTENANCE: COPIES PARKS/MT CENTER/CITY	101	40200	3850			\$2,335.02	\$2,335.02
RUPPRECHT, LYNN	PASS REFUND	220	22040				\$320.00	\$320.00
SCHWERM, TERRY	REIMBURSEMENT	101	40200	4500			\$803.01	\$1,241.28
		101	40200	4330			\$381.20	
		101	40200	4890			\$57.07	
SHORT ELLIOTT HENDRICKSON, INC	OWASSO STREET REVIEW	307	44100	4890			\$4,434.85	
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210			\$1,241.65	\$1,914.20
		101	43710	3210			\$250.71	
		601	45050	3210			\$34.93	
		230	40900	3190			\$386.91	
TJB HOMES INC	EROS REL HOUSE DEMO 3297 OWASSO RES11-78	101	22030				\$1,000.00	\$1,000.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 10-21-11	101	21710				\$21,731.23	\$50,223.87
		101	21730				\$22,147.40	
		101	21735				\$6,345.24	
U.S. BANK	TREADMILL LEASE/ONE SOURCE FIT/OCT 2011	220	43800	3960			\$1,065.99	
ULINE	FLOOR MAT	101	40500	2010			\$28.10	\$28.10
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 10-21-11	101	20420				\$74.00	\$74.00
UTLEY, LAURA	MINI KICKERS SOCCER	220	22040				\$60.00	\$60.00
VALLEY NATIONAL GASES	CO2 TANK RENTAL-SINGLE YEAR	220	43800	2160			\$50.66	\$50.66
WILS - WOMEN IN LEISURE SERVIC	WILS TRAINING - JESS R, BRI B, BECKY S	101	43400	4500			\$54.00	\$54.00
XCEL ENERGY	ELECTRIC: SLICE OF SHOREVIEW	270	40250	3610			\$9.95	\$9.95
XCEL ENERGY	ELECTRIC: STREET LIGHTS	604	42600	3610			\$14,416.07	\$14,416.07
XCEL ENERGY	ELECTRIC: SIGNAL SHARED W/M OAKS	101	42200	3610			\$45.91	\$45.91
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610			\$33.79	\$33.79
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610			\$45.10	\$45.10
XCEL ENERGY	ELECTRIC/GAS: MAINTENANCE CENTER	701	46500	3610			\$1,836.67	\$1,927.76
		701	46500	2140			\$91.09	
XCEL ENERGY	ELECTRIC: SIRENS	101	41500	3610			\$59.44	
XCEL ENERGY	ELECTRIC: LIFT STATIONS	603	45850	4890			\$198.70	\$198.70
XCEL ENERGY	ELECTRIC: TRAFFIC SIGNALS	101	42200	3610			\$608.77	\$608.77
XCEL ENERGY	ELECTRIC/GAS: COMMUNITY CENTER	220	43800	2140			\$3,709.45	\$19,618.27
		220	43800	3610			\$15,908.82	
XCEL ENERGY	ELECTRIC: SIGNAL SHARED W/ARDEN HILLS	101	42200	3610			\$38.00	
XCEL ENERGY	ELECTRIC: WATER TOWERS	601	45050	3610			\$44.80	\$44.80

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt

Total of all invoices:								\$343,949.69
								=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
J.P. COOKE COMPANY	SHOREVIEW DOG LICENSE TAGS	101	40500	2010			\$154.31	\$154.31
MINNESOTA DEPARTMENT OF REV -	PETROLEUM TAX LICENSE RENEWAL FEE	701	46500	2120			\$25.00	
RAMSEY COUNTY	2012 FOOD ESTABLISHMENT LICENSE	220	43800	3190			\$711.00	
Total of all invoices:							\$890.31	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
LHRC "EVENING PRIOR"	LHRC 35TH ANNUAL CONFERENCE DINNER	101	40200	4890				-\$15.00	-\$15.00
PANTALEO, MIKE	REIMBURSEMENT - PERSONAL TRAINING EQUIP	225	43530	2170				-\$48.17	-\$48.17
LANDWEHR, PATTY	REFUND AQUATICS PROGRAM	220	22040					-\$6.87	-\$6.87
ARM OF MN	MNDOT RECERT MIKE, TOM, GLEN	101	42050	4500				\$450.00	\$450.00
BASTIAN, VINCENT	REFUND CLOSING OVRPYMT-1060 AMBLE DR	601	36190					\$62.71	
DYNAMEX DELIVERS NOW/ROADRUNNE	UTIL BILL DELIVERY TO EAGAN PO-09/30/11	601	45050	3220				\$17.73	\$35.46
		602	45550	3220				\$17.73	
EARTH WIZARD'S, INC.	SINK HOLE REPAIR HAWES/DENAR PROJ#10-01	565	47000	5950				\$384.40	\$384.40
FRANZEN, DOROTHY	PASS REFUND	220	22040					\$65.37	\$65.37
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 10/28	101	20432					\$281.48	\$281.48
GOPHER	ICE SKATING SUPPLIES	225	43580	2171				\$89.80	\$126.21
		225	43555	2170				\$36.41	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$19.59	\$19.59
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.11	\$17.11
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$19.57	\$19.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.27	\$16.27
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.29	\$16.29
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$19.63	\$19.63
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$19.63	\$19.63
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$17.52	\$53.92
		220	43800	2591				\$36.40	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$19.60	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$19.60	\$19.60
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.27	\$16.27
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.29	\$16.29
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
LAKE OWASSO ASSOCIATION	2011 AQUATIC INVASIVE PLANT FUNDING	603	45850	4890				\$1,875.00	\$1,875.00
LANDWEHR, PATTY	REFUND AQUATICS PROGRAM	220	22040					\$6.87	\$6.87
LEAGUE OF MN CITIES INX TRUST	2010/11 EDA VOLUNTEER ACCIDENT	240	44400	3410				\$62.00	\$62.00
LHRC "EVENING PRIOR"	LHRC 35TH ANNUAL CONFERENCE DINNER	101	40200	4890				\$15.00	\$15.00
LOFFLER	MAINTENANCE AND OVERAGE CHARGES	101	40200	3850				\$230.43	\$230.43
MASSEL, SANDRA	REFUND CLOSING OVRPYMT-4166 SYLVIA LN S	601	36190					\$21.64	
MCLAUGHLIN, MARA	PASS REFUND	220	22040					\$109.37	\$109.37
MINNESOTA METRO NORTH TOURISM	SEPT HOTEL/MOTEL TAX/3 SITES	101	38420					-\$1,064.92	\$20,233.50
		101	22079					\$21,298.42	
MINNESOTA POLLUTION CONTROL AG	MEYER J SEWER RENEWAL CERT	602	45550	4500				\$23.00	
MN DEPT OF HEALTH	STATE CONNECTION FEE - 7/1/11 TO 9/30/11	801	21820					\$13,472.00	\$13,472.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
NORTHSTAR INSPECTION SERVICE	INSPECTION SERVICES FOR OCTOBER 2011	101	44300	3190			\$390.00	
OFFICE MAX INCORPORATED	PAPER	101	40200	2010			\$108.41	\$108.41
PACK #408, CUB SCOUT	FACILITY REFUND	220	22040				\$100.00	\$100.00
PANTALEO, MIKE	REIMBURSEMENT - PERSONAL TRAINING EQUIP	225	43530	2170			\$48.17	\$48.17
PETERSON FRAM & BERGMAN	SEPT 2011 LEGAL FEES	101	40600	3020			\$1,827.18	\$4,823.28
		101	40600	3030			\$2,828.10	
		101	40600	3040			\$168.00	
PLUG'N PAY TECHNOLOGIES INC.	SEPT/ECOMM/CC FEES	220	43800	4890			\$15.11	
		225	43400	4890			\$15.11	
PLUG'N PAY TECHNOLOGIES INC.	SEPT/RETAIL/CC FEES	220	43800	4890			\$96.41	
		225	43400	4890			\$96.41	\$192.82
PMA FINANCIAL NETWORK, INC	AUG 2011 BANK FEES	101	40500	4890			\$224.84	
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606 - ZONE 1	602	45550	3220			\$500.00	\$1,000.00
		601	45050	3220			\$500.00	
RAMSEY COUNTY PARKS & REC.	ICE SKATING LESSON ICE RENTAL FEES	225	43580	3171			\$3,594.06	\$3,594.06
RAMSEY COUNTY PROPERTY RECORDS	2011 RECYCLING FEES	210	42750	3190			\$4,710.50	\$4,710.50
RASMUSSEN, ANNE	ICE SKATING SHOPLW	220	22040				\$62.00	\$62.00
RASMUSSEN, LEONARD	PASS MANAGEMENT	220	22040				\$240.00	\$240.00
RICOH AMERICAS CORPORATION	LEASE CITY HALL COPIERS	101	40200	3930			\$2,199.86	\$2,199.86
SAM'S CLUB DIRECT	SCHOOL'S OUT CAMP	225	43580	2170			\$75.27	\$75.27
SULLIVAN, PATRICIA	REFUND CLOSING OVRPMT-4368 REILAND LANE	601	36190				\$341.24	
TARGET COMMERCIAL INVOICE	SCHOOLS OUT CAMP/KIDS CARE	225	43560	2170			\$11.13	\$93.16
		225	43580	2170			\$82.03	
TLC FAMILY PROPERTIES	REFUND CLOSING OVRPYMT-4872 OXFORD ST	601	36190				\$7.80	\$7.80
TOENSING, TIM	REFUND CLOSING OVRPYMT-574 VICKI LANE	601	36190				\$12.66	
VANCO SERVICES	SEPT FITNESS INCENTIVE PROCESSING FEE	220	43800	3190			\$173.50	\$173.50
WATERSTONE LANDSCAPING INC	EROSION RED 376 OWASSO BLVD N RES 11-78	101	22030				\$500.00	\$500.00
WIPPICH, FRED	FACILITY REFUND	220	22040				\$50.00	\$50.00
XCEL ENERGY	ELECTRIC: 135 VADNAIS BLVD	101	42200	3610			\$38.51	\$38.51
XCEL ENERGY	ELECTRIC: LIFT STATIONS	602	45550	3610			\$584.47	\$584.47
XCEL ENERGY	ELECTRIC/GAS: WELLS	601	45050	3610			\$3,157.00	\$3,296.40
		601	45050	2140			\$139.40	
XCEL ENERGY	ELECTRIC/GAS: PARKS	101	43710	3610			\$717.10	
		101	43710	2140			\$311.75	\$1,028.85
YANG, MAY-PA	FACILITY REFUND	220	22040				\$100.00	\$100.00
							Total of all invoices:	\$61,964.04

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ALIZADEH, ALI	REFUND BALANCE OF ACCOUNT	225	34590				-\$23.50	-\$23.50
MEINERS, BRANDON	SOFTBALL UMPIRE	225	43580	3190			-\$30.00	-\$30.00
AST, RENEE	REFUND CANCELLED REC PRGM CLASS	220	22040				-\$35.00	-\$35.00
ANTHONY, MARIE	REFUND DAMAGE DEPOSIT	220	22055				-\$100.00	-\$100.00
HANSON, SHANNON	REFUND DAMAGE DEPOSIT	220	22055				-\$25.00	-\$25.00
20/20 WINDOW CLEANING	WINDOW CLEANING CC	220	43800	3810			\$107.12	\$107.12
A BOOK APART	RESPONSIVE WEB DESIGN	101	40550	4350			\$9.00	\$9.00
AMAZON.COM	ZVOX MINI SPEAKER	220	43800	2180			\$210.29	\$210.29
AMAZON.COM	SOUND BAR	101	40550	2180			\$27.85	\$27.85
ANTHONY, MARIE	REFUND DAMAGE DEPOSIT	220	22055				\$100.00	\$100.00
APPLE INC.	SMART COVER	101	40550	2010			\$73.92	\$73.92
ARROWWOOD RESORT.COM	GFOA CONFERENCE LODGING: ENGBLOM/KUSCHEL	101	40500	4500			\$288.54	
CENTURY COLLEGE	POWER POINT TEXTBOOK: HOFFARD	101	40200	4500			\$24.95	\$24.95
CENTURY COLLEGE	TEXTBOOKS FOR UPCOMING CLASSES	101	40500	4500			\$149.70	\$224.55
		101	40550	4500			\$74.85	
CENTURY COLLEGE	TEXTBOOKS FOR UPCOMING CLASSES	101	40500	4500			\$31.20	\$62.40
		101	40550	4500			\$31.20	
CENTURY COLLEGE	TEXTBOOKS FOR UPCOMING CLASSES	101	40500	4500			\$532.32	
		101	40550	4500			\$380.10	\$963.10
		101	40200	4500			\$50.68	
CENTURY COLLEGE	PROJECT MANAGEMENT BOOK: CURLEY	601	45500	4500			\$12.00	\$12.00
CLASSIC COLLISION CENTER	PREMIUM FUEL	701	46500	2120			\$103.57	\$103.57
COMCAST.COM	MEETING ROOM INTERNET SERVICES: OCT 11	220	43800	3950			\$59.95	
COMCAST.COM	CITY HALL INTERNET SERVICES: OCT 11	230	40900	3190			\$64.44	\$64.44
COMCAST.COM	MODEM 2 INTERNET CHARGES	230	40900	3190			\$125.25	\$125.25
COMMERCIAL FURNITURE SERVICES	PENCIL DRAWER SLIDES	101	40800	2180			\$39.01	\$39.01
CONSTANT CONTACT.COM	EMAIL MARKETING SERVICE: SEPTEMBER 2011	459	43800	3190			\$40.00	\$80.00
		225	43400	4330			\$40.00	
DELTA DENTAL	DENTAL COVERAGE: NOVEMBER 2011	101	20415				\$6,659.29	\$6,782.03
		101	20411				\$122.74	
ENGBRETSON, DAN	WRESTLING CLASSES (ISLAND & TURTLE)	225	43510	3190			\$532.80	\$532.80
FRANKLIN COVEY	CALENDAR REFILLS	101	40200	2010			\$18.81	\$18.81
FRATTALLONES HARDWARE STORES	CLEAR LIGHT ROPES	225	43530	2170			\$25.69	\$25.69
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120			\$106.14	\$106.14
GOLDEN DELI & MARKET	APWA MEETING SUPPLIES	101	11500				\$229.57	\$229.57
GREEN HILL PIZZA	EDA SUPPLIES	240	44400	3190			\$101.02	
MADISON NATIONAL LIFE	LONG TERM DISABILITY INSUR: OCTOBER 2011	101	20412				\$1,729.14	\$1,729.14
MEMORY C/GO BEYOND LTD.	SSD IDE HARD DRIVE REPLACEMENT	101	40550	2180			\$140.61	\$140.61
MEMORY TEN	LAPTOP MEMORY	101	40550	2180			\$152.94	\$152.94
MEMORY TEN	LAPTOP MEMORY	101	40550	2180			\$35.96	\$35.96
METRO BOWHUNTERS RESOURCE BASE	MBRB DEER HUNT INSURANCE CERTIFICATE	101	41100	3199			\$50.00	\$50.00
METROPOLITAN COUNCIL ENVIRONME	SAC CHARGES FOR SEPT 2011	602	20840				\$2,230.00	
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: OCTOBER 2011	101	40500	4890			\$104.21	\$416.81
		220	43800	4890			\$104.20	
		601	45050	4890			\$104.20	
		602	45550	4890			\$104.20	
MINNESOTA DEPARTMENT OF COMMER	2011 UNCLAIMED PROPERTY	225	43580	3190			\$30.00	
		220	22040				\$35.00	
		225	34590				\$23.50	
		220	22055				\$25.00	\$113.50
NCPERS MINNESOTA	PERA LIFE INSURANCE: NOVEMBER 2011	101	20413				\$240.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
PMA FINANCIAL NETWORK, INC	SEPT 2011 BANK FEES	101	40500	4890			\$178.85	\$178.85
POCKET YOUR DOLLARS	EE BENEFITS FAIR SPEAKER	101	40200	4890			\$150.00	\$150.00
PURE BLUE SWIM SHOP	SWIM SUPPLIES FOR RESALE	220	43800	2591			\$557.04	\$557.04
RAMSEY COUNTY	LAKE MARTHA SHORELINE RESTORATION	434	47000	5900			\$1,504.80	\$1,504.80
RAMSEY COUNTY	2ND COMMUNITY CTR KITCHEN LICENSE	220	43800	3190			\$711.00	\$711.00
RAMSEY COUNTY	SNACK BAR LICENSE	220	43800	3190			\$474.00	\$474.00
REALLY GOOD STUFF.COM	PRESCHOOL SUPPLY:FLEXIBLE MAGNETIC TAPE	225	43555	2170			\$66.87	\$66.87
RISCO PRODUCTS	CASH DRAWER CABLE	101	40550	2010			\$21.50	\$21.50
SIGN WAREHOUSE.COM	SIGN SUPPLIES: FIBER TIPS	101	42200	2180			\$34.30	\$34.30
SOCIETY FOR HUMAN RESOURCE MGMT	SHRM MEMBERSHIP: ELLIOTT	101	40210	4330			\$180.00	\$180.00
SOLBREKK, INC.	WILDCARD SSL CERT FOR SERVER	101	40550	2180			\$178.46	\$178.46
TASTE OF SCANDINAVIA	EDC MEETING SUPPLIES	101	40100	4890			\$34.72	\$34.72
TWIN CITIES HUMAN RESOURCE ASS	WORKSHOP: ELLIOTT	101	40210	4500			\$65.00	\$65.00
VALLEY NATIONAL GASES	CO2 FOR WHIRL POOL	220	43800	2160			\$83.48	\$83.48
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$231.87	\$231.87
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$921.60	\$921.60
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,260.20	\$1,260.20
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,148.67	\$1,148.67
WORTH DATA.COM	BAR CODE SCANNER/STAND	101	40550	2180			\$368.00	\$368.00

Total of all invoices: \$23,437.82

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
AMERICAN MESSAGING	LOCK BOX-SERVICES 11/1/11-11/30/11	101	40210	3190			\$4.26	\$4.26
COMCAST	CABLE FOR COMMUNITY CENTER	220	43800	3190			\$225.80	\$225.80
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 11-04-11	101	21720				\$9,094.67	\$9,094.67
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:11-04-11	101	20420				\$153.00	\$153.00
GENESIS EMPLOYEE BENEFITS, INC	ADMINISTRATION FEE: OCTOBER 2011	101	20416				\$351.55	\$351.55
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 11-04-11	101	20418				\$5,610.00	\$5,610.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 11/04/11	101	21750				\$5,437.43	\$5,437.43
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 11-04-11	101	20430				\$373.00	\$373.00
JEFF ELLIS & ASSOCIATES, INC	FALL SAFETY AUDIT	220	43800	3190			\$825.00	\$825.00
JONES & BARTLETT PUBLISHERS, I	E & A BOOKS	220	43800	3190			\$183.51	\$183.51
JONES, CHRIS	PASS REFUND	220	22040				\$257.10	\$257.10
KUSCHEL, JODEE	MILEAGE REIMBURSEMENT/PAYROLL CONFERENCE	101	40500	4500			\$23.29	\$23.29
LESSARD, RICHARD	TAE KWON DO ADVANCED	220	22040				\$88.00	\$88.00
LOFFLER COMPANIES, INC.	LEASES: CITY HALL COPIERS	101	40200	3930			\$251.29	\$3,673.20
		101	22207				\$3,421.91	
MARRONE, MARCI	PASS REFUND	220	22040				\$140.00	\$140.00
MCKEE, CINDY	FACILITY REFUND	220	22040				\$250.00	\$250.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 11-04-11	101	20435				\$209.00	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 11-04-11	101	20420				\$15.00	\$15.00
MINNESOTA REVENUE	ID #L1549584384	101	20435				\$181.21	\$181.21
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUPERVISOR-OPEN GYM SEPT & OCT	225	43510	3190			\$157.50	\$157.50
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUPERVISOR-OPEN GYM SEPT & OCT	225	43510	3190			\$108.00	\$108.00
PARIS, JASON	FACILITY REFUND	220	22040				\$250.00	\$250.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 11-04-11	101	21740				\$27,627.90	\$27,627.90
ROBERTSON, BRAD	FACILITY REFUND	220	22040				\$250.00	\$250.00
SURVE, KIM	TANGLED (AGES 5-8)	220	22040				\$60.00	\$60.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 11-04-11	101	21710				\$21,374.47	\$50,316.23
		101	21730				\$22,519.78	
		101	21735				\$6,421.98	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 11-04-11	101	20420				\$74.00	
USA INFLATABLES/USA GOLF GAMES	INFLATABLE RENTAL FOR NEW YEARS PARTY	225	43580	3172			\$708.66	\$708.66
VALLEY NATIONAL GASES	CO2 FOR WHIRL POOL	220	43800	2160			\$83.48	\$83.48
VALLEY NATIONAL GASES	CO2 FOR WHIRL POOL	220	43800	2160			\$83.48	\$83.48
VANCO SERVICES	OCT FITNESS INCENTIVE PROCESSING FEE	220	43800	3190			\$148.50	\$148.50
WICKSTROM, DION	DRIVERS LICENSE RENEWAL	101	43710	2180			\$7.00	\$7.00
WURST, ANDREW	SUPPLIES FOR FITNESS CLASS	225	43530	2170			\$20.33	\$20.33

Total of all invoices: \$106,990.10

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ABLE HOSE & RUBBER INC.	HOSE FOR CHLORIDE TANK	701	46500	2180			\$37.41	\$37.41
ALL SEASONS RENTAL	CONCRETE FOR M.H. REPAIR OMASSO LN E	101	42200	2180			\$198.94	\$198.94
ALLEN, DEANNE	EDA MINUTES - 10/10/11	240	44400	3190			\$200.00	
ALLEN, DEANNE	PC MINUTES - 9/27/11	101	44100	3190			\$150.00	\$150.00
ALLEN, DEANNE	CC MINUTES - 10/17/11	101	40200	3190			\$200.00	\$200.00
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$42.39	\$169.55
		601	45050	3970			\$42.39	
		602	45550	3970			\$42.39	
		603	45850	3970			\$21.19	
		701	46500	3970			\$21.19	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.30	\$59.30
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$42.38	\$169.55
		601	45050	3970			\$42.38	
		602	45550	3970			\$42.38	
		603	45850	3970			\$21.21	
		701	46500	3970			\$21.20	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.30	\$59.30
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$42.39	\$169.55
		601	45050	3970			\$42.39	
		602	45550	3970			\$42.39	
		603	45850	3970			\$21.19	
		701	46500	3970			\$21.19	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$42.39	\$169.55
		601	45050	3970			\$42.39	
		602	45550	3970			\$42.39	
		603	45850	3970			\$21.19	
		701	46500	3970			\$21.19	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.30	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERICAN ENGINEERING TESTING,	TANG/VICT CP 11-08 TESTING SERV	569	47000	5910			\$13,068.50	
ANSAN BRISSMAN KENNEDY	SHOWER CURTAINS FOR POOL LOCKER ROOMS	220	43800	2240			\$255.22	\$255.22
ANSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,825.36	
ANSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,953.52	\$1,953.52
ANSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,479.03	\$1,479.03
ANSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$16.26	\$16.26
ANIMAL CONTROL SERVICES	BOARDING FEES	101	41100	3199			\$814.39	\$814.39
ANIMAL CONTROL SERVICES	PATROL HOURS - 10/3 - 10/23/11	101	41100	3199			\$1,036.00	\$1,036.00
ASCAP	ASCAP LICENSE FEE	225	43530	2170			\$312.33	\$312.33
ASPHALT & CONCRETE BUY KNOX	DRIVEWAY PERMIT REFUND 2011-01744	101	32500				\$28.00	\$33.00
		101	20802				\$5.00	
BAUER BUILT TIRE AND BATTERY I	REAR TIRES FOR 203	701	46500	2230			\$1,473.95	
BAUER BUILT TIRE AND BATTERY I	4 TIRES FOR 207	701	46500	2220			\$1,464.65	\$1,464.65
BEISSWENGERS HARDWARE	BAGS FOR OOC CREW WEEDING BEDS	101	43710	2110			\$12.17	\$12.17
BEISSWENGERS HARDWARE	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$9.46	\$9.46
BEISSWENGERS HARDWARE	PAINT TO COVER GRAFFITI AT WILSON PARK	101	43710	2240			\$10.46	\$10.46
BEISSWENGERS HARDWARE	CABLE AND HARDWARE FOR COMMONS HOCKEY	101	43710	2240			\$84.92	\$84.92
BOYER TRUCK PARTS INC.	FUEL FILTERS	701	46500	2220			\$20.31	\$40.63
		701	46500	2180			\$20.32	
BRADLEY & DEIKE, PA	PROFESSIONAL SERVICES	241	44500	3190			\$119.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
BRADLEY & DEIKE, PA	STONEHENGE	240	44400	3190			\$697.38	\$697.38
C & E HARDWARE	ANCHORS FOR RETAINING WALL	603	45850	2180			\$19.80	\$19.80
C & E HARDWARE	SHOP SUPPLIES	701	46500	2180			\$34.20	\$34.20
C & E HARDWARE	PAINT FOR STREET LIGHT PROJECT	604	42600	2180			\$16.05	\$16.05
C & E HARDWARE	BATTERIES FOR REMOTE STARTS	701	46500	2220			\$11.22	
C & E HARDWARE	RODENT CONTROL TRAP FOR SHOP	701	46500	2180			\$5.35	\$5.35
C & E HARDWARE	PARTS FOR UNIT 207	701	46500	2220			\$2.83	\$2.83
CANADA GOOSE MANAGEMENT, INC	SUMMER 2011 GOOSE TRAPPING AND TRANSIT	603	45850	3190			\$5,078.70	\$5,078.70
CDW GOVERNMENT, INC	MOUSE REPLACEMENT	101	40550	2180			\$36.17	\$36.17
CDW GOVERNMENT, INC	WIRELESS KEYBOARDS	101	40550	2180			\$259.84	\$259.84
CENTRAL HYDRAULICS, INC	PUMP PARTS FOR 580D	701	46500	2220			\$68.75	\$68.75
CENTURY COLLEGE	EMPLOYEE TRAINING	101	42050	4500			\$139.00	\$417.00
		101	40200	4500			\$278.00	
COMMERCIAL ASPHALT CO	ASPHALT	101	42200	2180			\$294.03	\$294.03
COMMERCIAL DOOR SYSTEMS, INC	DOWN PAYMENT FOR REPLACEMENT DOOR CC	220	43800	2240			\$907.75	\$907.75
CRYSTEEL DIST. INC.	PLOW PARTS	701	46500	2220			\$354.30	\$354.30
DAKOTA SUPPLY GROUP	M25 CHAMBER FOR METER	601	45050	2510			\$29.39	
DUSTY'S DRAIN CLEANING	VIDEO AND CLEANING SHARED COST	602	45550	3190			\$337.50	\$337.50
E.H.RENNER, INC	WELL INSPECTIONS	601	45050	3190			\$500.00	
ECM PUBLISHERS, INC.	CHAMBER RESOURCE GUIDE	101	40200	4890			\$400.00	\$400.00
EMERGENCY AUTOMOTIVE	LED LIGHTS FOR BOB-CAT	701	46500	2220			\$351.14	\$351.14
ESCH CONSTRUCTION SUPPLY INC	PARTS FOR WALK BEHIND SAW	701	46500	2220			\$18.97	\$18.97
EXTRACTOR CORPORATION	REPLACEMENT SUIT SPINNER CC	220	43800	2240			\$611.00	\$611.00
FACTORY MOTOR PARTS COMPANY	PARTS FOR UNIT 611	701	46500	2220			\$28.32	\$28.32
FLUID INTERIORS	ROOM 206 FURNITURE	220	43800	2180			\$4,340.01	\$4,340.01
FRATTALLONES HARDWARE STORES	PLASTIC SHEETING/LESS CREDIT	101	42200	2180			\$11.74	\$11.74
FRATTALLONES HARDWARE STORES	ADHESIVE FOR TOWER	601	45050	2280			\$6.94	\$6.94
GENES SERVICE	TIRE MACHINE PARTS	701	46500	2220			\$165.06	\$165.06
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190			\$123.81	\$495.25
		602	45550	3190			\$123.82	
		603	45850	3190			\$123.81	
		604	42600	3190			\$123.81	
GRAINGER, INC.	FIRST AID KIT FOR MECHANICS SHOP	701	46500	2180			\$129.62	\$129.62
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240			\$284.97	\$284.97
GRAINGER, INC.	REPAIR SUPPLIES CC/LESS CREDIT	220	43800	2240			\$165.83	\$43.51
		220	43800	2240			-\$122.32	
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240			\$28.52	
GRAINGER, INC.	SAFETY SUPPLIES	101	42200	2180			\$35.73	\$71.47
		603	45850	2180			\$35.74	
GREEN LIGHTS RECYCLING INC	COLD LAMP RECYCLING FEE	220	43800	4890			\$496.65	\$496.65
GROVE NURSERY	TREES FOR PARKS AND GROUNDS	101	43710	2260			\$1,490.91	\$1,490.91
HAWKINS, INC.	POOL CHEMICALS	220	43800	2160			\$327.69	\$327.69
HAWKINS, INC.	CHLORINE FOR BOOSTER STATION	601	45050	2160			\$700.00	
HEWLETT-PACKARD COMPANY	PC REPLACEMENTS	422	40550	5800			\$414.57	
I-STATE TRUCK CENTER	PARTS FOR UNIT 208	701	46500	2220			\$9.81	\$9.81
IDENTITY STORES, LLC	RASH GUARDS- 48	225	43520	2170			\$876.00	\$876.00
INDUSTRIAL TOOL & SUPPLY, INC.	ADJUST WHIRLPOOL GATE CC	220	43800	3810			\$99.00	\$99.00
JOHN A. DALSHIN & SON INC	REPAIRS TO LEAKING GYM ROOF CC	220	43800	3810			\$3,846.91	\$3,846.91
KOZLAK'S ROYAL OAK RESTAURANT	SLICE OF SHOREVIEW RECEPTION 2011	270	40250	4890			\$250.00	\$250.00
L T G POWER EQUIPMENT	FUEL FILTERS FOR SMALL ENGINES	701	46500	2220			\$37.92	\$37.92
LAKE JOHANNA FIRE DEPT	HOSE REPLACEMENT	405	41200	3190			\$7,924.75	\$7,924.75

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
LAKE JOHANNA FIRE DEPT	REBUILD LADDER #3 HYDRAULICS	405	41200	3190			\$20,276.00	\$20,276.00
LHB, INC.	TIF ANALYSIS	307	44100	4890			\$3,410.45	\$3,410.45
LIFEGUARD STORE, THE	HEAD BLOCK, WHISTLES	220	43800	2200			\$170.50	\$170.50
LILLIE SUBURBAN NEWSPAPERS INC	POOL COORDINATOR JOB AD	101	40210	3360			\$492.00	\$492.00
MENARDS CASHWAY LUMBER **FRIDL	FENCE PARTS FOR RETAINING WALL	603	45850	2180			\$78.86	\$78.86
MENARDS CASHWAY LUMBER **FRIDL	SUPPLIES	601	45050	2280			\$88.78	\$88.78
MENARDS CASHWAY LUMBER **FRIDL	AMTIFREEZE TO WINTERIZE PARK BUILDINGS	101	43710	2240			\$19.11	\$19.11
MENARDS CASHWAY LUMBER *MAPLEW	SALT TANK SUPPLIES	101	42200	2180			\$180.40	\$180.40
MENARDS CASHWAY LUMBER *MAPLEW	SCREWS & WASHERS FOR GUARD RAIL	603	45850	2180			\$13.39	\$13.39
MENARDS CASHWAY LUMBER *MAPLEW	POSTS FOR GUARD RAIL	603	45850	2180			\$146.79	\$146.79
MENARDS CASHWAY LUMBER *MAPLEW	LUMBER FOR SIDEWALK REPAIRS	101	43450	2250			\$25.52	\$25.52
MENARDS CASHWAY LUMBER *MAPLEW	PARTS FOR FOUNTAIN	603	45850	2180			\$69.24	\$69.24
MENARDS CASHWAY LUMBER *MAPLEW	ELECTRICAL SUPPLIES FOR CHORIDE TANK	101	42200	2180			\$11.37	\$11.37
MID-CO A/V INC	GROUP FITNESS STEREO REPAIR/REPLACEMENT	405	43800	2180			\$1,753.41	\$1,753.41
MID-CO A/V INC	GRP FITNESS REPLACEMENT-STEREO AMPLIFIER	405	43800	2180			\$910.61	\$910.61
MIDWAY FORD	LICENSE PLATE BRACKET FOR 502	701	46500	2220			\$5.95	\$5.95
MIDWEST LOCK & SAFE INC	WORK ESTIMATED 9/15/11	101	40210	2180			\$423.74	\$423.74
MINNESOTA RURAL WATER ASSOCIAT	MRWA MEMBERSHIP FEE	601	45050	4330			\$200.00	\$200.00
MINNESOTA SAFETY COUNCIL	SAFETY SUPPLIES	101	40210	4890			\$109.95	\$109.95
MJF MASONRY & CONCRETE, INC.	REPAIRS TO CONCRETE HWY 96 OVERLOOK	405	43450	3810			\$10,875.00	\$10,875.00
MN DEPARTMENT OF LABOR AND IND	INSPECTION AND FEE FOR COMPRESSORS	701	46500	3196			\$20.00	\$20.00
MODERN FENCE & CONST. INC.	INSTALL FENCE WEST OF ICE ARENA - OVH	101	43710	3190			\$1,200.00	\$1,200.00
MODERN FENCE & CONST. INC.	FENCE REPAIR AT POND PARK	101	43710	3190			\$1,350.00	\$1,350.00
MOUNDS VIEW PUBLIC SCHOOLS	POOL RENTAL FOR SHUTDOWN	220	43800	2200			\$45.00	\$45.00
MYERS TIRE SUPPLY COMPANY-MPLS	FITTING FOR A/C MACHINE	701	46500	2180			\$50.63	\$50.63
NAPA AUTO PARTS	PARTS FOR UNIT 305	701	46500	2220			\$12.31	\$12.31
NORTHERN ELECTRICAL CONTRACTOR	ELECTRICAL REPAIRS DURING POOL SHUTDOWN	220	43800	3810			\$6,375.61	\$6,375.61
NORTHERN ELECTRICAL CONTRACTOR	ELECTRICAL WORK DURING OFFICE PROJECT	405	40800	3810			\$2,839.50	\$2,839.50
NORTHERN ELECTRICAL CONTRACTOR	ADD OUTLET TO SERVER ROOM	220	43800	3810			\$585.95	\$585.95
OFFICE DEPOT	FOLDERS	101	40200	2010			\$16.41	\$16.41
OFFICE DEPOT	LUNCHROOM SUPPLIES	101	40800	2180			\$152.10	\$152.10
OFFICE DEPOT	MONITOR RISER - ASSISTANT CITY ENGINEER	101	42050	2010			\$26.44	\$26.44
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	220	43800	2200			\$26.15	\$181.01
		101	40200	2010			\$43.28	
		101	43400	2010			\$88.82	
		225	43580	2171			\$22.76	
OFFICE DEPOT	CUP DISPENSER	701	46500	2183			\$24.99	
OFFICE DEPOT	DISPENSER CUPS	701	46500	2183			\$20.52	\$20.52
OFFICE DEPOT	EARPHONES FOR TRAINING PURPOSES	101	40550	2010			\$8.54	\$8.54
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40500	2010			\$7.74	\$7.74
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	210	42750	3390			\$5.23	\$67.29
		101	44100	2010			\$22.92	
		220	43800	2010			\$7.06	
		101	40100	2180			\$4.82	
		101	40500	2010			\$27.26	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	44300	2010			\$13.02	
		220	43800	2010			\$14.51	
		101	40200	2010			\$29.22	
OFFICE DEPOT	LUNCHROOM SUPPLIES	101	40800	2180			\$148.00	\$148.00
OFFICE DEPOT	SUPPLIES LESS CREDIT MEMO 583666298-001	101	40200	2010			\$43.60	\$120.11
		101	40500	2010			\$7.83	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		225	43590	2174			\$68.68	
ON SITE SANITATION INC	BUCHER PARK UNITS	101	43710	3950			\$260.79	
ON SITE SANITATION INC	COMMONS PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	LAKE JUDY PARK	101	43710	3950			\$122.91	\$122.91
ON SITE SANITATION INC	MCCULLOUGH PARK UNITS	101	43710	3950			\$295.76	\$295.76
ON SITE SANITATION INC	RICE CREEK FIELDS UNIT	101	43710	3950			\$56.65	\$56.65
ON SITE SANITATION INC	SHAMROCK PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	SITZER PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	THEISEN PARK UNIT	101	43710	3950			\$142.91	\$142.91
ON SITE SANITATION INC	WILSON PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	COMMONS PARK UNITS	101	43710	3950			\$130.38	\$130.38
ON SITE SANITATION INC	THEISEN PARK UNIT	101	43710	3950			\$61.45	\$61.45
ON SITE SANITATION INC	BUCHER PARK UNITS	101	43710	3950			\$130.38	\$130.38
ON SITE SANITATION INC	SHAMROCK PARK UNITS	101	43710	3950			\$130.38	\$130.38
ON SITE SANITATION INC	RICE CREEK FIELDS	101	43710	3950			\$28.32	\$28.32
ON SITE SANITATION INC	LAKE JUDY PARK	101	43710	3950			\$61.45	\$61.45
ORIENTAL TRADING COMPANY	SCHOOL'S OUT CAMP	225	43580	2170			\$129.45	
OXYGEN SERVICE COMPANY	WELDING SUPPLIES	701	46500	2180			\$70.78	\$70.78
OXYGEN SERVICE COMPANY	WELDING SUPPLIES	701	46500	2180			\$63.95	\$63.95
PARTS ASSOCIATES, INC.	SHOP SUPPLIES	701	46500	2180			\$33.94	\$33.94
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240			\$48.25	\$48.25
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240			\$217.74	\$217.74
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240			\$52.97	\$52.97
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240			\$68.56	\$68.56
PLUMMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240			\$113.19	\$113.19
PRESS PUBLICATIONS	LEGAL NOTICE	101	40200	3360			\$20.70	\$20.70
PROTOUCH PAINTING, INC	PAINTING SOFFIT AROUND MAIN STAIRS CC	220	43800	3810			\$1,650.00	\$1,650.00
PROVISION MEDIA INC.	PROJECTOR FOR GRASS LAKE DISPLAY	422	40550	5800			\$2,356.58	\$2,356.58
QUALITY FLOW SYSTEMS INC	REBUILD PUMP	602	45550	3190			\$689.97	\$689.97
RAMSEY COUNTY PROPERTY RECORDS	LAW ENFORCEMENT - NOVEMBER 2011	101	41100	3190			\$147,459.66	\$147,459.66
RAMSEY COUNTY TREASURER	TANG/VICT CP-11-08 CASTINGS FOR SEC MONU	569	47000	5950			\$294.98	\$294.98
REHBEIN'S BLACK DIRT	BLACK DIRT FOR RICHMOND RETAINING WALL	603	45850	2180			\$76.95	\$76.95
REHBEIN'S BLACK DIRT	BLACK DIRT	601	45050	2280			\$76.95	\$76.95
ROYAL TEXTILE MANUFACTURING	UNIFORM SHIRTS PARKS	101	43710	3970			\$262.12	\$262.12
ROYAL TEXTILE MANUFACTURING	UNIFORM SHIRTS - PARKS	101	43710	3970			\$96.08	\$96.08
SAM'S CLUB DIRECT	SUPPLIES - SILVERSNEAKER OPEN HOUSE	459	43800	3190			\$201.79	\$201.79
SCHINDLER ELEVATOR CORPORATION	ELEVATOR SERVICE FOR MAINTENANCE CENTER	701	46500	3196			\$355.33	\$355.33
SIGNATURE AQUATICS, INC	REPAIRS TO POOL PLUMBING CC	220	43800	3810			\$215.67	\$215.67
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-RED FOX/LEXINGTON	604	42600	3810			\$1,595.35	\$1,595.35
SMITH MICRO TECHNOLOGIES	REPAIR HP PLOTTER	101	40550	3860			\$565.87	\$565.87
SOLBREKK	NOVEMBER EMAIL FILTERING	101	40550	3860			\$117.00	\$117.00
SPRINT	SERVICE-9/15-10/14/11 LESS CREDIT	601	45050	3190			\$300.00	\$938.81
		101	44300	3190			\$40.00	
		101	40200	3210			\$598.81	
T.A. SCHIFSKY & SONS, INCORPOR	PEA ROCK FOR RETAINING WALLS	603	45850	2180			\$265.39	\$265.39
TESSMAN SEED CO	FERTILIZER FOR PARKS AND GROUNDS	101	43710	2260			\$13,817.14	
TIGER DIRECT C/O SYX SERVICES	WIRELESS KEYBOARDS	101	40550	2180			\$135.98	\$135.98
TOUSLEY FORD, INC.	PARTS FOR UNIT 308	701	46500	2220			\$134.40	\$134.40
TRI STATE BOBCAT, INC.	PARTS FOR BOB-CAT	701	46500	2220			\$141.63	\$141.63
UNIVERSITY OF MINNESOTA	APWA FALL WORKSHOP - DAN CURLEY	601	45050	4500			\$40.00	\$120.00
		602	45550	4500			\$40.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
		101	42050	4500				\$40.00	
UNIVERSITY OF MINNESOTA	APWA FALL CONFERENCE - DAM CURLEY	601	45050	4500				\$79.00	
		602	45550	4500				\$78.00	
		101	42050	4500				\$78.00	\$235.00
VERSA-LOK	RETAINING WALL-CARLTON @ LEXINGTON TRAIL	101	43450	2250				\$272.15	\$272.15
VERSA-LOK	RETAINING WALL-CARLTON @ LEXINGTON TRAIL	101	43450	2250				\$599.91	\$599.91
VERSA-LOK	RETAINING WALL-CARLTON @ LEXINGTON TRAIL	101	43450	2250				\$29.31	\$29.31
VIKING ELECTRIC SUPPLY INC	WIRE CONNECTORS FOR IRRIGATION REPAIR	101	43710	2240				\$34.95	\$34.95
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180				\$43.84	\$43.84
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180				\$61.53	\$61.53
XTREME INC.	CAPS FOR PUBLIC WORKS CREWS	101	42200	3970				\$90.74	\$363.00
		601	45050	3970				\$90.74	
		602	45550	3970				\$90.74	
		603	45850	3970				\$45.39	
		701	46500	3970				\$45.39	
XTREME INC.	UNIFORM SHIRTS PUBLIC WORKS SUPERVISORS	101	42200	3970				\$80.06	
		601	45050	3970				\$80.06	
		602	45550	3970				\$80.06	
		603	45850	3970				\$40.04	
		701	46500	3970				\$40.03	\$320.25
YALE MECHANICAL INC	REPAIRS TO AC FOR SERVER ROOM	220	43800	3810				\$448.00	\$448.00
YALE MECHANICAL INC	REPAIRS TO BOILER CC	220	43800	3810				\$577.73	\$577.73
YOCUM OIL COMPANY INC.	DIESEL FUEL	701	46500	2120				\$2,814.80	\$2,814.80
YOCUM OIL COMPANY INC.	OFF RD DIESEL FUEL	701	46500	2120				\$1,407.40	\$1,407.40
YOCUM OIL COMPANY INC.	UNLEADED GAS FOR EQUIPMENT	701	46500	2120				\$4,121.55	\$4,121.55
Total of all invoices:									\$297,070.44

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,959
Vendor number	01901 1 2011
Vendor name	ALLIED WASTE SERVICES #899
Address	PO BOX 9001154 LOUISVILLE, KY 40290-1154

Date	Comment line on check	Invoice number	Amount
09-25-11	SEPT ALLIED WASTE SERVICES	0899-001913097	\$27,658.21

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Return to:	
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This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

[] Purchase was made through the state's cooperative purchasing venture.

[] Purchase was made through another source. The state's cooperative purchasing venture was considered.

[X] Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
210 42750 3190	\$27,658.21

Is sales tax included on invoice?	Not Taxable
IF no, amount subject to sales tax is \$	\$
Reviewed by: (signature required) Charlie Grill	
Approved by: (signature required) Terry Schwern	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,909	return to Mike S.
Vendor number	02004 1	2011
Vendor Name	ELLINGSON DRAINAGE INC	
Address	P.O. BOX 68 WEST CONCORD, MN 55985-2294	

Date	Comment line on check	Invoice number	Amount
09-30-11	PAYMENT NO.1 11-05	1	\$54,639.44

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Return to:

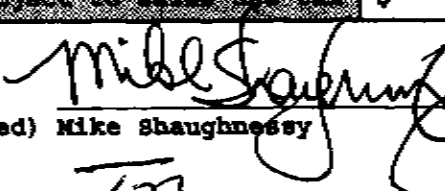

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
442 47000 5900	\$54,639.44

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
<p>Reviewed by:  (signature required) Mike Shaughnessy</p> <p>Approved by:  (signature required) Terry Schwerm</p>	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,928
Vendor number	02006 1 2011
Vendor name	TARGET COMMERCIAL INTERIORS
Address	SDS-12-1696 PO BOX 86 MINNEAPOLIS, MN 55486

Date	Comment Line on check	Invoice number	Amount
10-06-11	INSTALLATION OF NEW OFFICE FURNITURE	660259	\$1,249.10

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Return to:	
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Account Coding	Amount
405 40800 5600	\$1,249.10

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by: <u> </u> (signature required) Jessica Riley	
Approved by: <u> </u> (signature required) Michelle Majkczak	

Two quotes must be attached to purchase voucher
for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	23,198
Vendor Number	00416 1 2011
Vendor Name	METROPOLITAN COUNCIL ENVIRONMENTAL
Address	SERVICES SDS 12-1064 P.O. BOX 86 MINNEAPOLIS MN 55486-1064

Date	Comment line on check	Invoice number	Amount
10-04-11	SEWER SERVICE-NOVEMBER 2011	971882	\$147,025.84

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Return to:	
------------	--

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

[] Purchase was made through the state's cooperative purchasing venture.

[] Purchase was made through another source. The state's cooperative purchasing venture was considered.

[X] Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
602 45550 3670	\$147,025.84

Is sales tax included on invoice?	<u>Not</u> Taxable
If no, amount subject to sales use tax	\$
Reviewed by:	<u>Debbie Engblom 10-17-11</u>
(signature required)	Debbie Engblom
Approved by:	<u>Terry Schwerm</u>
(signature required)	Terry Schwerm

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	24,197
Voucher Number	01308 1 2011
Voucher Name	MINNESOTA METRO NORTH TOURISM
Address	CITY OF BLAINE FINANCE DEPARTMENT 10801 TOWN SQUARE DRIVE BLAINE, MN 55449

Date	Current Line on check	Invoice Number	Amount
09-30-11	SEPT HOTEL/MOTEL TAX/3 SITES	09/30/11	\$20,233.50

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Balance To:	
-------------	--

Account Coding	Amount
101 38420	-\$1,064.92
101 22079	\$21,298.42

0.00 1

8,516.52 +
8,056.44 +
4,325.46 +
21,298.42 1

21,298.42 x
0.05 =
1,064.92 *

21,298.42 +
1,064.92 =
20,233.50 1

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
<p>Reviewed by: <u>Fred Espe</u> (signature required) Fred Espe</p> <p>Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm</p>	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000. If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	24,268
Vendor number	00374 1 2011
Vendor name	LAKE JOHANNA FIRE DEPT
Address	5545 LEXINGTON AVENUE N SHOREVIEW MN 55126

Date	Comment line on check	Invoice number	Amount
10-28-11	REBUILD LADDER #3 HYDRAULICS	372	\$20,276.00

Account Coding	Amount
405 41200 3190	\$20,276.00

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>Terri Hoffard</u> (signature required) Terri Hoffard	
Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher
for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	24,329
Vendor number	01337 4 2011
Vendor name	RAMSEY COUNTY PROPERTY RECORDS/REV
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Date	Comment line on check	Invoice number	Amount
11-01-11	LAW ENFORCEMENT - NOVEMBER 2011	SHRFL-001092	\$147,459.66

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

[] Purchase was made through the state's cooperative purchasing venture.

[] Purchase was made through another source. The state's cooperative purchasing venture was considered.

[X] Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41100 3190	\$147,459.66

In sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>Terri Hoffard</u> (signature required) Terri Hoffard Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

LICENSE APPLICATIONS

Moved by Councilmember

Seconded by Councilmember

To approve the License Applications as listed on the attached report dated November 07, 2011.

ROLL CALL:	AYES	NAYS
Huffman	<hr/>	<hr/>
Quigley	<hr/>	<hr/>
Wickstrom	<hr/>	<hr/>
Withhart	<hr/>	<hr/>
Martin	<hr/>	<hr/>

November 07, 2011
Regular Council Meeting

CITY OF SHOREVIEW - LICENSE APPLICATIONS
November 07, 2011

<u>LICENSE #</u>	<u>BUSINESS NAME</u>	<u>TYPE</u>
12-00001	Charley's Tree Service Inc.	Tree License

The above licenses are recommended for approval: _____
License/Permit Clerk

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To award the quote for an upgrade to the video surveillance system to Pro-Tec Design in the amount of \$37,221.12.

ROLL CALL:	AYES	NAYS
Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular Council Meeting
Nov 7, 2011

TO: Mayor and City Council

FROM: Dick Crumb, I.S. Manager

DATE: Nov 7, 2011

SUBJECT: City Hall & Community Center – Video surveillance system upgrade

INTRODUCTION

With the installation of a new surveillance system as part of the maintenance center renovation project last year, city staff now maintains two different video surveillance systems. Staff planned to implement the new system at the maintenance center first, and then bring the new system to the city hall and community center in 2011.

BACKGROUND

The video surveillance system currently used at the City Hall/Community Center complex was purchased in 2004. Although it has served us well during that time, the hardware is outdated and requires periodic rebooting to maintain management access. Expansion of the new maintenance center system to cover the City Hall/Community Center would eliminate the necessity of maintaining two systems, streamline support efforts, and provide additional parking lot coverage. No new server hardware is necessary for the expansion of the system, because the existing maintenance center server has sufficient capacity already.

PROPOSAL

Expansion of the Milestone surveillance system to the City Hall and Community Center would accomplish the following:

- Centralize management of the campus video surveillance under one system
- Re-purpose most of the existing wiring and analog camera hardware to minimize cost
- Run on the industry standard Windows server platform
- Allow for networked control of video system software
- Replace one analog hallway camera displaying very poor picture quality
- Add three additional parking lot cameras to provide additional coverage in the most problematic areas (as noted by staff since use of the video camera system)

Because Pro-Tec Design is the selected vendor on the State Purchasing Contract, staff did not obtain quotes from any other vendors. The proposal, listed below, includes the addition of three digital cameras for better parking lot coverage. Digital cameras provide much higher video resolution and control than the analog cameras in the current system.

Pro-Tec Design	\$ 24,632.50	Upgrade current system w/ Milestone
	1,365.53	Replace poor quality analog camera
	3,077.28	Add one IP camera in upper parking lot
	6,154.56	Add two IP cameras in lower parking lot
	1,841.25	Sales tax
	150.00	Shipping

Total	\$ 37,221.12	

The capital improvement program included funding for this project in 2011. Costs for added cameras will be funded from the Capital Improvement Fund, while the replacement is funded by the General Fixed Asset Replacement Fund. The new cameras can be expected to be installed by year end.

RECOMMENDATION

Staff recommends approving the expansion of the Milestone video surveillance system to the City Hall and Community Center as well as the addition of three cameras from Pro-Tec Design at a cost of \$37,221.12.

Attachments: Quotes and Minnesota State contract purchasing document



5005 Cheshire Parkway - Suite #3 -

Phone: 763-553-1477 - Fax: 763-553-0204 - Email: solutions@pro-tecdesign.com

Sold To: City of Shoreview
Richard (Dick) Crumb
4600 Victoria St. N
Shoreview, MN 55126
United States of America

Phone: (651) 490-4628

Fax:

Email: rcrumb@shoreviewmn.gov

Ship To: City of Shoreview
Richard (Dick) Crumb
4600 Victoria St. N
Shoreview, MN 55126
United States of America

Phone: (651) 490-4628

Fax:

Email: rcrumb@shoreviewmn.gov

City Hall/Community Center Video Replacement

The following proposal outlines the necessary items for the replacement of the City Hall/Community Center video surveillance system and encode 32 cameras.

A wall-mounted rack will be supplied for the encoders and a joystick will be added to the community center reception desk area.

An additional 3 cameras have been proposed and 1 to be replaced....

1. North Lower Level Parking Lot
2. South Lower Level Parking Lot
3. South Upper Level Parking Lot
4. South Hallway/Stairwell Camera

QUOTE

Date	Quote Valid For
10/06/11	120 days

Quote #	Rep	Terms
PTDQ4493-01	Tim Ferrian	Net 30 days

Line	Qty	Description	Unit Price	Ext. Price
1		Video Surveillance Replacement		
2	32	XPROTECT ENTERPRISE, CAMERA LICENSE	\$236.05	\$7,553.60
3	32	PMA (PRODUCT MAINTENANCE AGREEMENT) XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$43.00	\$1,376.00
4	1	CONTROLLER, JOYSTICK WITH 8 PRESETS, USB	\$343.94	\$343.94
5	2	VIDEO SERVER RACK, 19", 1U, W/3 EXPANSION SLOTS	\$440.18	\$880.36
6	6	VIDEO SERVER, 6 CHANNEL, H.264/MJPEG	\$1,477.26	\$8,863.56
7	1	RACK, WALL MOUNTED, VERTICAL, 4U SPACE, BLACK W/PLEXIGLASS WINDOW	\$345.73	\$345.73
8	1	WARRANTY & SUPPORT (1 YEAR)	\$616.67	\$616.67
9	1	SYSTEM DESIGNER	\$86.16	\$86.16
10	4	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$344.64
11	42	JOURNEYMAN TECHNICIAN	\$86.16	\$3,618.72
12	5	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$430.80
13	2	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$172.32
14		SubTotal		\$24,632.50

15				
16		South Hallway/Stairwell Camera		
17	1	XPROTECT ENTERPRISE, CAMERA LICENSE	\$236.05	\$236.05
18	1	PMA (PRODUCT MAINTENANCE AGREEMENT) XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$43.00	\$43.00
19	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-10MM VFL, H.264/MJPEG, 720P OR 1 MP RESOLUTION	\$478.29	\$478.29
20	1	DROPPED CEILING FLUSH MOUNT KIT, WITH SMOKED LENSE FOR THE 216 AND 3301 SERIES.	\$56.55	\$56.55
21	0.1	CABLE,CAT 5E CMP PLENUM 24AWG 4PR YELLOW 1000FT SPOOL/BOX	\$237.60	\$23.76
22	1	MISC MATERIALS, CONNECTORS, PATCH CABLES, ETC.	\$24.00	\$24.00
23	1	WARRANTY & SUPPORT (1 YEAR)	\$30.00	\$30.00
24	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
25	4	SENIOR INSTALLING TECHNICIAN	\$86.16	\$344.64
26	0.5	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$43.08
27	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
28		SubTotal		\$1,365.53
29				
30		North Lower Level Parking Lot Camera		
31	1	XPROTECT ENTERPRISE, CAMERA LICENSE	\$236.05	\$236.05
32	1	PMA (PRODUCT MAINTENANCE AGREEMENT) XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$43.00	\$43.00
33	1	CAMERA, NETWORK, OUTDOOR W/HOUSING AND MOUNT, 3.5-10MM VFL, JPEG/H.264, POE	\$1,723.64	\$1,723.64
34	1	T8121 HIGH POE MIDSPAN, 30W, 1-PORT	\$87.71	\$87.71
35	0.3	CABLE,CAT 5E CMP PLENUM 24AWG 4PR YELLOW 1000FT SPOOL/BOX	\$237.60	\$71.28
36	1	MISC MATERIALS, CONNECTORS, PATCH CABLES, ETC.	\$24.00	\$24.00
37	1	WARRANTY & SUPPORT (1 YEAR)	\$30.00	\$30.00
38	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
39	8	JOURNEYMAN TECHNICIAN	\$86.16	\$689.28
40	1	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$86.16
41	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
42		SubTotal		\$3,077.28
43				
44		South Lower Level Parking Lot Camera		
45	1	XPROTECT ENTERPRISE, CAMERA LICENSE	\$236.05	\$236.05
46	1	PMA (PRODUCT MAINTENANCE AGREEMENT) XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$43.00	\$43.00
47	1	CAMERA, NETWORK, OUTDOOR W/HOUSING AND MOUNT, 3.5-10MM VFL, JPEG/H.264, POE	\$1,723.64	\$1,723.64
48	1	T8121 HIGH POE MIDSPAN, 30W, 1-PORT	\$87.71	\$87.71
49	0.3	CABLE,CAT 5E CMP PLENUM 24AWG 4PR YELLOW 1000FT SPOOL/BOX	\$237.60	\$71.28
50	1	MISC MATERIALS, CONNECTORS, PATCH CABLES, ETC.	\$24.00	\$24.00
51	1	WARRANTY & SUPPORT (1 YEAR)	\$30.00	\$30.00
52	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
53	8	JOURNEYMAN TECHNICIAN	\$86.16	\$689.28
54	1	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$86.16
55	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
56		SubTotal		\$3,077.28
57				

58		South Upper Level Parking Lot Camera		
59	1	XPROTECT ENTERPRISE, CAMERA LICENSE	\$236.05	\$236.05
60	1	PMA (PRODUCT MAINTENANCE AGREEMENT) XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$43.00	\$43.00
61	1	CAMERA, NETWORK, OUTDOOR W/HOUSING AND MOUNT, 3.5-10MM VFL, JPEG/H.264, POE	\$1,723.64	\$1,723.64
62	1	T8121 HIGH POE MIDSPAN, 30W, 1-PORT	\$87.71	\$87.71
63	0.3	CABLE,CAT 5E CMP PLENUM 24AWG 4PR YELLOW 1000FT SPOOL/BOX	\$237.60	\$71.28
64	1	MISC MATERIALS, CONNECTORS, PATCH CABLES, ETC.	\$24.00	\$24.00
65	1	WARRANTY & SUPPORT (1 YEAR)	\$30.00	\$30.00
66	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
67	8	JOURNEYMAN TECHNICIAN	\$86.16	\$689.28
68	1	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$86.16
69	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
70		SubTotal		\$3,077.28

SubTotal	\$35,229.87
Est. Sales Tax	\$1,841.25
Shipping	\$150.00
Total	\$37,221.12

Statement of Work

1. CAD drawings to be provided by Pro-Tec depicting all security device locations.
2. PTD to configure all cameras to owners current specifications.
3. PTD to provide a full 1 year warranty on all equipment added. This includes labor and hardware.

Exclusions

1. 110VAC provided by owner for power supplies.
2. All network connectivity including PoE switches and IP addresses provided by owner.
3. Owner to provide all servers and workstations needed for system operations.

Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal Acceptance portion of the proposal and return to me.

Tim Ferrian
5005 Cheshire Parkway, Suite 3
Minneapolis, MN 55446
Email tferrian@pro-tecdesign.com
Office (763) 231-8617
Cell (763) 370-7115
Fax (763) 553-0204

GENERAL NOTES

1. Pricing is based on the work scope and drawings provided to Pro-Tec Design.
2. 110 VAC is PROVIDED by Others unless otherwise specified.
3. Pricing assumes any existing equipment to be re-used is in good operational order. Additional time and material to repair existing equipment is outside this scope of work.
4. Pricing assumes any existing equipment to be re-used is fully compatible with new equipment in this work scope.

PROPOSAL ACCEPTANCE

City Hall/Community Center Video Replacement

City of Shoreview

Richard (Dick) Crumb
4600 Victoria St. N
Shoreview, MN 55126
United States of America

City of Shoreview

Printed Name and Title: _____

Signature: _____ Date: _____

PO# / Reference # (optional): _____

Pro-Tec Design, Inc.

Printed Name and Title: _____

Signature: _____ Date: _____

Pro-Tec Design, Inc.

Standard Terms and Conditions

1. No liquidated damages will be due.
2. Protection of our work in place is not Pro-Tec Design's responsibility.
3. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
4. We do not accept back charges that have not been previously agreed to by us in writing.
5. Late payments will bear interest at the standard prevailing commercial rate.
6. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order (ARO). Prompt payment is required to order parts and cover other costs associated with project start-up.
7. We shall then be paid monthly progress payments for agreed upon milestones on or before the 18th day of each month for the value of our work in place plus materials and equipment designed, manufactured, or suitably stored on or off site by us, including any taxes required by law. All invoices shall be paid "Net 30" to ensure uninterrupted performance of work. Final payment is due 30 days following the completion of the project punchlist.
8. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
9. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
10. We retain title to all equipment until installation is complete and reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment.
11. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
12. You shall provide uncluttered and safe access for us to perform our work.
13. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on a 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
14. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
15. If any drawings, illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered. Final as-built drawings and specifications will be provided to the owner at project completion.
16. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS, AND ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.
17. The Owner shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work including materials delivered to the job site, which shall include the interests of Pro-Tec Design.
18. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
19. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded.
20. All work to be done during standard business hours, Monday through Friday unless otherwise noted or at a schedule that Pro-Tec Design believes will provide the most project continuity.
21. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of substantial completion provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by; Misuse, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
22. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee or contractor who performs services hereunder without Pro-Tec Design's written consent.
23. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design, except as required by law. Impermissible disclosure of this design/intent will subject the proprietor to Consultant Fees equivalent of the above listed design/build quotation. All materials are guaranteed to be as specified. Any alterations or deviation written or verbal from the above specifications involving extra costs will be executed and will become an extra charge over and beyond the above quotation.
24. This proposal and any documents associated with it supersede any prior verbal or written information provided.
25. Pro-Tec Design is not an insurer of Customer's risks and exposures. Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," or of another cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.

• Contract Background

After a **competitive bid and selection process**, the State of Minnesota named **Pro-Tec Design as an approved Security Services supplier** under Minnesota Contract S-813(5).

The contract is available to any Cooperative Purchasing Venture (CPV) member. Under this contract, CPV members now have access to Pro-Tec Design's portfolio of **state of the art security solutions** as well as best-in-class security services such as **design, consultation, installation and technical support**.

• Overview of Contract S-813(5)

Contract S-813(5) creates a legal structure so that eligible government entities can purchase electronic premises security systems—including **intrusion detection, access control, and video surveillance systems**—without pursuing **competitive bids**. Under this contract, eligible government entities can purchase security services and technology directly from Pro-Tec Design.

• Who can Utilize Contract S-813(5)

Any member of the CPV can use Contract S-813(5). Eligibility categories include: Governmental units such as **cities, counties, school districts, licensed nonprofit hospitals, Minnesota state agencies, other states, or the United States government entities** that receive surplus federal property, registered charities, charitable organizations that receive state grants or contracts, community health clinics, and entities in other states.

• How to use this Contract

First, make sure you are a member of the CPV. Membership is free and available to any entity that meets the eligibility requirements. Download a membership kit at www.mmd.admin.state.mn.us/cpv2.htm. After you are a member of the CPV you can **purchase directly from Pro-Tec Design** through contract S-813(5).

• Who is Pro-Tec Design

Pro-Tec Design is one of the nation's **premier security system integrators**. Headquartered in Minneapolis Minnesota, we have over 35 security professionals that can successfully design, implement and support your security systems.

• How do I contact Pro-Tec Design

You can contact us by mail, email, or the web.

Mail: 5005 Cheshire Parkway
Suite #3
Minneapolis, MN 55446

Phone: 1-800-553-1104
Email: solutions@pro-tecdesign.com
Web: www.pro-tecdesign.com
Blog: www.pro-tecdesign.info

Advantages & Benefits of using S-813(5)

Eliminate the bid process:

Bidding projects is not required when you purchase through Contract S-813(5). The State of Minnesota has negotiated preferred pricing that reflects the buying power of the CPV member network.

Save Time, Save Money:

By eliminating the bidding process and eliminating the need to pay costly consulting fees. You can manage the entire project, from design to implementation to support through Contract S-813(5).

Best Pricing:

Organizations purchasing off of Contract S-813(5) will receive pricing at least 30% lower than non-negotiated rates.

Quality Guarantee:

Contract S-813(5) establishes baseline quality requirements that all projects must meet. These quality standards give you piece of mind that you will get what you pay for.



SERVICES AVAILABLE

- Security Audits
- Security Assessments
- Security Design
- Project Management
- Training
- Technical Support
- Validation Testing
- Installation

PRODUCTS AVAILABLE

- Photo Identification
- Door Hardware
- Card Readers
- Video Management Software
- Video Surveillance
- Surveillance Cameras
- Intrusion Detection
- Access Control Software

MANUFACTURERS AVAILABLE

ASSA ABLOY

Assa Abloy is the global leader in door opening solutions, dedicated to satisfying end-user needs for security, safety, and convenience. Products include brands such as Sargent, HES, and Securitron.

www.assaabloy.com/en/com

AXIS[®]

COMMUNICATIONS

Axis is an IT company offering network video solutions for professional installations. We are the global market leader in network video, driving the ongoing shift from analog to digital video surveillance.

www.axis.com



BOSCH

Bosch's broad portfolio of products and systems for video surveillance, access control, intrusion, and fire detection are used by major schools and universities, government agencies, correctional facilities, retail stores, casinos, and in many other commercial environments.

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5005 Cheshire Parkway
Suite #3
Minneapolis, MN 55446

Phone: 1-800-553-1104

Email: solutions@pro-tecdesign.com

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 11-83, authorizing the making of a loan of existing funds from Tax Increment District No. 1 for public improvements associated with the Midland Terrace Redevelopment Project to be repaid from future tax increment resources generated from a new tax increment district.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: November 3, 2011

Re: Resolution Authorizing Interfund Tax Increment Loan for Public Improvements

Introduction

The City Council is being asked to adopt a resolution that would allow for an interfund loan of existing tax increment resources to be directed towards costs of certain public improvements associated with the proposed Midland Terrace redevelopment project. It is anticipated that the loan used to cover local costs of the realignment of Owasso Street would be repaid through new tax increment generated from the development of a new apartment building.

Discussion

The City is preparing to move forward with engineering design work for the planned realignment of Owasso Street in advance of the anticipated redevelopment and construction of a new apartment building in the Midland Terrace Apartments complex. Prior to incurring costs or expenditures for the project, the City must publicly declare by resolution our intent to finance the project through an interfund loan of existing tax increment funds to be repaid from the future creation of a new tax increment financing district to support the project.

Attached for consideration is proposed Resolution No. 11-83, which states that the City is planning on using a loan from existing funds out of TIF District No. 1 to finance the City and developer's share of the public improvement project to realign Owasso Street to facilitate the development. The resolution would allow the City to create this interfund loan for up to \$3 million towards the public improvements, with the intent to repay the loan through a Redevelopment TIF District as part of the Midland Terrace development approvals. By financing the project through an interfund loan using existing tax increment funds it avoids the need for the City to issue bonds, which by policy the City does not typically do for a private development. This approach is supported by the City's Finance Director, and TIF District No. 1 has a fund balance sufficient to provide the loan.

The City's tax increment development attorney prepared the resolution for consideration. The actual interfund loan would not be established until the road project is ordered and undertaken. However, the resolution stating the City's intent to provide the interfund loan to

finance the project must be stated so that any costs associated with the project can be paid for through the loan.

Recommendation

Staff recommends the City Council adopt Resolution No. 11-83, authorizing the making of a loan of existing funds from Tax Increment District No. 1 for public improvements associated with the Midland Terrace Redevelopment Project to be repaid from future tax increment resources generated from a new tax increment district.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD NOVEMBER 7, 2011**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on November 7, 2011 at 7:00 p.m.

The following members were present:

And the following members were absent:

Council Member _____ introduced the following resolution and moved its adoption.

* * * * *

**CITY OF SHOREVIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 11-83

**A RESOLUTION AUTHORIZING THE MAKING OF A LOAN OF CITY FUNDS TO
FINANCE ACTIVITIES FOR PUBLIC IMPROVEMENTS TO BE REPAID FROM TAX
INCREMENT GENERATED FROM A TAX INCREMENT DISTRICT THAT MAY BE
CREATED BY THE CITY FOR THE MIDLAND TERRACE PROJECT**

WHEREAS, the City of Shoreview (the "City") may create a new tax increment financing district (the "District") pursuant to Minnesota Statutes, Sections 469.174 to 469.179; and

WHEREAS, in order to finance public improvements and costs associated with the development of the Midland Terrace Project within the proposed District, the City intends to advance its funds to pay costs incurred within the proposed District; and

WHEREAS, the City intends that such advances will constitute a loan from Tax Increment District No. 1 to be repaid with tax increment generated from the District if the District is created;

WHEREAS, Minnesota Statutes, section 469.178, subd. 7, authorizes a municipality to make loans to a tax increment district to finance qualified expenditures and to repay such loans with tax increment from the benefited district; and

WHEREAS, the City desires by this resolution to document the making of the loan to the District and to express the terms and conditions of the loan.

NOW, THEREFORE, be it hereby resolved by the City Council of the City of Shoreview as follows:

1. The maximum principal amount of the loan to be made by the City to the District is \$3,000,000 (Three Million Dollars). The City Manager may authorize advances of monies from time to time to pay the costs of the activities described above.

2. Interest shall be payable on the outstanding principal amount of the loan from the date of each advance of the loan at the average annual rate on the City's investment pool up to the maximum rate of interest allowed under Minnesota Statutes, section 469.178, subd. 7, which is the greater of the rates specified under Minnesota Statutes, Section 270.75 and Section 549.09, both in effect for calendar year 2011. The interest rate will, without further action by the City, be adjusted on January 1 of each year to reflect the greater of the rate specified under Minnesota Statutes, Section 270.75 and Section 549.09 in effect for that calendar year.

3. The term of the loan shall be until the earlier of the following: (i) when the principal amount of the loan and all accrued interest thereon has been paid in full; or (ii) when the City is longer receiving tax increment from the District. The loan shall be repayable solely from tax increment generated from the District.

4. The City reserves the right to modify the terms of the loan or to forgive the loan in whole or in part at any time.

* * * * *

The motion of the foregoing resolution was duly seconded by Council Member _____ and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the _____ day of _____, 2011.

* * * * *

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 7th day of November, 2011, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates a resolution authorizing , authorizing the making of a loan of existing funds from Tax Increment District No. 1 for public improvements associated with the Midland Terrace Redevelopment Project to be repaid from future tax increment resources generated from a new tax increment district.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 8th day of November, 2011.

Terry C. Schwerm, City Manager

PROPOSED MOTION

Moved by Council member _____

Seconded by Council member _____

To approve a three-year audit contract with the firm Malloy, Montague, Karnowski, Radosevich & Co., PA. and authorize the Mayor and City Manager to execute the appropriate contract document.

ROLL CALL:	AYES	NAYS
Huffman	_____	_____
Quigley	_____	_____
Withhart	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Fred Espe
Assistant Finance Director
November 7, 2011
Council Meeting

TO: Terry Schwerm, City Manager

FROM: Fred Espe, Assistant Finance Director

DATE: October 31, 2011

RE: Renewal of audit contract

In 2008 the City Council approved a three-year contract with Malloy, Montague, Karnowski, Radosevich & Co., PA. (MMKR) for auditing services. The contract included an option to extend the contract for an additional three years.

BACKGROUND

During the past 6 years staff has been consistently pleased with the experience and knowledge of the audit staff, as well as the quality of information we receive from MMKR throughout the year. Members of the firm assigned to Shoreview's audit bring:

- Experience in auditing local governments
- Knowledge of governmental accounting and financial reporting requirements
- Familiarity with the City and its operations

Staff has been impressed with the mix of auditor experience assigned to our audit. Staff and auditors work together more efficiently because staff does not need to educate the MMKR audit staff about generally accepted governmental accounting policies, or Shoreview procedures and policies. This allows staff and the auditors to focus on the areas of greatest interest and importance, which helps staff in our efforts toward continued improvement.

The table below provides a schedule of actual and proposed billings for the nine-year period. In light of accounting and auditing changes over the past six years actual audit costs have not exceeded contract amounts.

Audit Year	Contract Amount	Increase	Percent Increase
Actual:			
2005	34,875	-	0.00%
2006	35,800	925	2.65%
2007	36,925	1,125	3.14%
2008	38,200	1,275	3.45%
2009	39,550	1,350	3.53%
2010	40,950	1,400	3.54%
Proposed:			
2011	41,765	815	2.00%
2012	42,600	835	2.00%
2013	43,450	850	2.00%

In 2005 the City received proposals from eight auditing firms, five of those firms had fees that exceeded MMKR's. Based on MMKR's rates in 2005 and their historical and proposed fee increases it is staff's opinion that the proposed fees are reasonable. As in the past, staff anticipates that actual costs will be at contract levels.

RECOMMENDATION

Staff recommends approval of the attached contract with the firm of Malloy, Montague, Karnowski, Radosevich & Co., PA. for a period of three years. The contract includes an option to cancel after any given year, allowing the City to change auditors at any time.



PRINCIPALS

Thomas M. Montague, CPA
Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA

August 1, 2011

To the City Council of the City of Shoreview
4600 North Victoria Street
Shoreview, MN 55126

We are pleased to confirm our understanding of the services we are to provide the City of Shoreview (the City) for the year ended December 31, 2011 and for each of the two subsequent fiscal years ended December 31, 2012 and 2013. The City reserves the option to cancel in any of the years subsequent to the first. While this specific contract covers three years, the City desires the flexibility to extend the engagement for three additional years, contingent upon satisfactory negotiation of terms, including price. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements, as of and for the year ended December 31, 2011 with the option to audit the financial statements for each of the two subsequent fiscal years ended December 31, 2012 and 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. GASB-Required Supplementary OPEB Information (as needed)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual nonmajor fund statements and schedules

Malloy, Montague, Karnowski, Radosevich & Co., P.A.

5353 Wayzata Boulevard • Suite 410 • Minneapolis, MN 55416 • Telephone: 952-545-0424 • Telefax: 952-545-0569 • www.mmkr.com

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

1. Introductory Section
2. Supplementary financial information
3. Statistical Tables

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the *Legal Compliance Audit Guide* promulgated by the State Auditor pursuant to Minnesota Statute § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the City has complied with the material terms and conditions of applicable legal provisions.

We will also prepare a management report for the City Council and administration. This report will communicate such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report will also contain certain financial comparisons and analysis and a summary of legislative activity affecting Minnesota cities.

Our services will not include an audit in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget Circular A-133, which would only be required if the City expended \$500,000 or more in federal assistance funds during the year. If the City is required to have a single audit of federal assistance funds, this engagement letter would need to be modified.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City and respective changes in financial position and where applicable, cash flows, in conformity with accounting principles generally accepted in the United States of America.

We understand that the City will be responsible for preparing the initial draft of the financial statements, notes, and supporting schedules. We understand that we will be responsible for typing, formatting, printing, and binding the financial statements. Prior to issuance of the final audit report, we shall review the management report, internal control letters, and any other required state or federal compliance reports with the City's management.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations. You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a regulatory agency pursuant to authority given to it by law or regulation. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MMKR personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agency. The regulatory agency may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit shortly after the end of your fiscal year and to issue our reports prior to the six-month reporting deadline. Aaron J. Nielsen, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. Unless additional work is requested or circumstances require additional work, we estimate that the basic audit fees, including reimbursable expenses will be \$41,765, \$42,600, and \$43,450 for the December 31, 2011, 2012, and 2013 audits respectively.

If we find that additional audit procedures are required, or if additional services are requested by the City, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events, such as new contractual agreements, transactions and legal requirements of new bond issues, new funds, major capital projects, new tax increment districts, if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the City's staff.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

Please be aware that e-mail is not a secure method of transmitting data. It can be intercepted, read, and possibly changed. Due to the large volume of e-mails sent daily, the likelihood of someone intercepting your e-mail is relatively small, but it does exist. We will communicate with you via e-mail, if you are willing to accept this risk.


With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.


Aaron J. Nielsen, CPA
Principal

AJN:imb

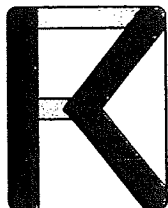
Response:

This letter correctly sets forth the understanding of the City of Shoreview.

By: _____

Title: _____

Date: _____



KERBER, ROSE & ASSOCIATES, S.C.

Certified Public Accountants

4211 N. Lightning Drive, Suite A • Appleton, WI 54913

(920) 993-0105 • Fax (920) 993-0116

(888) 725-5277

System Review Report

To the Principals of Malloy, Montague, Karnowski, Radosevich and Co., P.A.
and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich and Co., P.A. (the firm) in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich and Co., P.A. in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Malloy, Montague, Karnowski, Radosevich and Co., P.A. has received a peer review rating of *pass*.

Kerber, Rose & Associates, S.C.

KERBER, ROSE & ASSOCIATES, S.C.

September 23, 2010

PROPOSED MOTION

Moved By Councilmember _____

Supported By Councilmember _____

to authorize the Mayor and City Manager to renew the three year agreement with Bearence Management Group as the City and Economic Development Authority's insurance agent of record.

ROLL CALL:

AYES

NAYS

Huffman

Quigley

Withhart

Wickstrom

Martin

Fred Espe
Assistant Finance Director
Regular Council Meeting
November 7, 2011

TO: Terry Schwerm, City Manager

FROM: Fred Espe, Assistant Finance Director

DATE: October 31, 2011

SUBJECT: Renewal of Contract with Insurance Agent of Record

INTRODUCTION

The City and Economic Development Authority purchase insurance through the League of Minnesota Cities Insurance Trust (League) which requires that all cities appoint an insurance agent of record. In 2008 the City Council approved a three-year contract with Bearence Management Group.

DISCUSSION

We have received excellent service from Bearence Management Group since the contract was awarded. They have a very proactive approach to insurance, have continued to keep staff advised of changes in the insurance industry and suggest new coverages that could benefit the City. The staff at Bearence Management Group has been responsive to our requests for information, and is consistently working with staff to minimize losses and improve safety in the workplace.

Bearence Management Group represents a number of municipal clients. The staff at Bearence Management Group has extensive insurance backgrounds and is familiar with the City's property, policies, and procedures as they relate to insurance. In addition to the quality of service and satisfaction received from Bearence Management Group, they have not increased their fee over the previous three-year contract period in spite of increased operating costs and inflation.

The current contract with Bearence Management Group expired on September 1 of this year. Staff is requesting approval to continue the contract at this time since it takes approximately 60 days to process the renewal of the City's annual insurance coverage. Bearence Management Group is proposing to continue services for an additional three years for \$11,000 per year, which is the same annual cost of their previous three-year contract rate.

Renewing the agreement with Bearence Management Group would provide continuity in the administration of the City's insurance program and avoid having to familiarize a new agent with the City, its properties, and exposure.

RECOMMENDATION

Staff recommends approval of the attached contract with Bearence Management Group for a three-year term beginning September 1, 2011. The City will continue to have the option of canceling this contract at any time.

THREE YEAR

AGENT'S INSURANCE SERVICE AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of September, 2011 by and between the City of Shoreview a municipal corporation under the laws of the State of Minnesota (hereinafter called the "Client"), and Bearence Management Group, an insurance agency located in Mendota Heights, Minnesota, a corporation under the laws of the State of Minnesota (hereinafter call the "Agent").

WITNESSETH THAT:

Client hereby engages the services of Agent as its insurance servicing agent of record with respect to all insurance of the Client within the scope of Insurance and Bond policies/coverages including but not limited to fire, general liability, workers' compensation, casualty, public official and law enforcement liability, marine, fidelity and surety bonds and other miscellaneous coverages as may be required by the Client but shall not include employee fringe benefits such as group health, life, dental, disability insurance or pensions.

1. Terms of Agreement

This agreement shall take effect on the 1st day of September, 2011 (and, although at least a three (3) year relationship between Agent and Client is anticipated, this agreement can be terminated by either party on September 1 of any year as subsequently provided herein.

2. Agency Representation

With respect to all services to be performed pursuant to this agreement, Agent shall at all times and in all circumstances be the Insurance representative of the Client, and shall use its best efforts to ascertain and understand the risks and insurance needs of the Client. Agent shall in all insurance matters act as though the Client's interests were the interests of the Agent.

Agent shall act in the capacity of an Insurance Agent to negotiate for, place, service and receive commissions (if any) on all or any part of the Insurance purchased by the Client during the term of this agreement. Agent shall disclose to such personnel as may be authorized by the Client any and all commissions received by or payable to Agent in connection with insurance purchased or obtained by the Client pursuant to this agreement, and any potential conflict of interest relating to the representation by Agent of any Insurance underwriter with which Insurance is to be placed pursuant to this agreement.

The Client understands and agrees that Agent will act in the dual capacity of Risk Management Advisor and Insurance Agent in the performance of its obligations under this agreement. The Total compensation of Agent provided for in Section 4 of this agreement shall not be affected or decreased by reason of the acting by Agent in such dual capacity.

3. Services to be Provided

Agent shall perform for the benefit of the Client during the period of this agreement in a competent and professional manner the services described in Addendum A for the fees shown in Section 4 of this agreement.

4. Fees for Services

A. Coverages placed with the LMCIT (League of Minnesota Cities Insurance Trust)

Compensation for services provided under this agreement and coverages placed with the LMCIT, the City agrees to pay the Agency a fee. The fee charged is in addition to premiums charged. Premiums will not include a commission to the Agent.

B. Coverages placed with Insurers other than LMCIT

If coverages are placed with insurers other than the LMCIT, whenever permitted by the Insurance carrier, only a net premium charge, not to include agent commissions, shall be made in each Insurance placement regardless of the level of fees incurred. Wherever possible insurance policies shall be placed to allow payment of premium to be made by Client directly to the Insurance Company. If the insurer does not allow a net premium charge, commissions will be included in the premiums and paid to the agent. "Agent commissions" are defined as commissions which are fixed or based on a percentage of the policy premium

C. Fee Amount

The Agent will be paid \$11,000 per year for the term of this agreement.

5. Termination

This agreement may be terminated by either party by the 1st of September of any year during which this agreement shall remain in effect by giving written notice of such termination to the other party at least ninety (90) days prior to such first day of December.

In the event of such termination, Agent shall return to the Client a portion of the fee received on a pro-rata basis, subject to a \$2500 minimum payment by the Client, for compensation received by Agent pertaining to any Insurance, if such Insurance has a normal expiration or anniversary date subsequent to the date of such termination.

6. Performance

The Client shall make available to Agent all necessary financial and operating data possessed by or reasonably available to the Client essential to the performance of the services described in Section 3 of this agreement. The Client shall provide access to its premises and properties and such other written authorization as may be required by any rating bureau, Insurance company or similar organization in connection with the obtainment of Insurance pursuant to this agreement.

7. Agent of Record

The Client hereby appoints Agent its Agent of Record for all Insurance companies marketing projects under the "agency system."

8. Successors

This agreement shall be binding upon and shall inure to the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2011.

BY

Mayor

ATTEST:

City Clerk

"Agent"
Bearence Management Group

BY:

Witness: _____

ADDENDUM A

REQUIRED SERVICES

Specific services which must be provided are:

Develop Insurance coverage specifications for public bidding as requested.

Market, negotiate, evaluate, and place the Client's property, casualty, liability, workers' compensation and miscellaneous insurance coverages.

Evaluate the Client's exposure to insurable losses and advise of alternate means of handling loss exposures.

Review Client contracts and agreements for risk related issues.

Maintain schedules of insurance values.

Assist in appraisal of property.

Prepare claims for submittal to carriers and keep up-to-date claim logs.

Act as an intermediary between the Client and the Insurer in matters including rates, claims, and audits.

Allocate premiums to designated Client cost areas.

Attend City Council meetings as necessary.

Prepare a comparison of current year and prior years Insurance coverages and premiums.

Recommend strategies to minimize premiums and exposures.

Maintain Loss exposure list and classification.

Provide certificates of Insurance as requested.

Perform other duties customarily handled by Insurance Agents and agreed upon by both the Client and Agent.

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the Minor Subdivision application submitted for 5036 Lexington Avenue and 5017 Turtle Lane West, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted, dated July 22, 2010.
2. The applicant shall convey an easement for right-of-way over the west 16.5 feet of 5036 Lexington Avenue prior to the City endorsing deeds for recording with Ramsey County.
3. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.
4. The 55- by 100-foot parcel resulting from this approval shall be combined with Lot 11, Block 6 LEXICON PLAT 2 (commonly known as 5017 Turtle Lane West).

This approval is based on the following findings:

1. The subdivision is consistent with the policies of the Comprehensive Plan and in compliance with the regulations of the Development Code.
2. The proposed lots conform to the adopted City standards for the R1 District.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
November 7, 2011

TO: Mayor, City Council, City Manager
FROM: Rob Warwick, Senior Planner
DATE: November 2, 2011
SUBJECT: File No. 2431-11-24; Minor Subdivision, Rob Morse, 5036 Lexington Avenue and 5017 Turtle Lane West

INTRODUCTION

A Minor Subdivision application has been submitted by Rob Morse to adjust the common rear property line at 5036 Lexington Avenue and 5017 Turtle Lane West. The two subject parcels are in common ownership, both owned by Mr. Morse. The lot line adjustment is intended to increase the size of the rear yard at 5017 Turtle Lane West, and the applicant proposes no alteration to the existing site improvements on either lot. Minor subdivision requests are reviewed by the City to ensure that the proposed parcels comply with the R1, Detached Residential District minimum lot requirements and the City's subdivision standards. Please see the attached plans.

PROJECT DESCRIPTION

Adjacent land uses in Shoreview are single-family residential, all located in the R-1 Detached Residential District. Property across Lexington Avenue is in the City of Arden Hills and the Army training center (AHAT).

The proposed adjustment of the rear property line separating these two parcels will result in the transfer of a 5,500 square foot area from 5036 Lexington Avenue to 5017 Turtle Lane West. The portion of the property that will be transferred is improved with a fence over part of the existing common rear lot line, but otherwise remains vacant. No improvements are proposed for either property.

Please see the attached plans.

DEVELOPMENT ORDINANCE REQUIREMENTS

Minor subdivisions, including boundary adjustments, require review by the Planning Commission and approval by the City Council. Minor subdivisions must be reviewed in accordance with subdivision and zoning district standards in the Development Regulations.

The City's subdivision standards require all lots to front on a publicly dedicated right-of-way. Municipal sanitary sewer also must be provided to the new lot. These standards also require 5-foot public drainage and 10-foot utility easements along property lines if needed, as determined by the Public Works Director. Public drainage and utility easements are also required over infrastructure, watercourses, drainages or floodways. Public improvement dedication is also required as needed for roads and other public improvements.

The property is zoned R-1, Detached Residential. In this district, lot size standards require a minimum lot area of 10,000 square feet, a width of 75 feet and a depth of 125 feet. Minimum structure setbacks for a dwelling are 30 feet from a front and rear property line and 10 feet from an interior side lot line. A 40-foot minimum front setback is required from arterial roads, including Lexington Avenue. Minimum 5-foot side yards and 10-foot rear yards are required for accessory buildings and driveways.

STAFF REVIEW

The applicants propose to adjust the common rear lot line creating an oddly shaped lot for 5017 Turtle Lane, however the same shape is present immediately to the south.

The houses and other improvements on each lot conform to the required rear setback from the proposed rear lot line.

As shown below, the proposed lots will comply with the dimensional requirements of the Development Code.

	Requirements	5036 Lexington Avenue		5017 Turtle Lane West	
		Existing	Proposed	Existing	Proposed
Area	10,000 sf	26,736 sf	19,586 sf*	21,611 sf	27,111 sf
Depth	125 feet	267.7 feet	195.86 feet	~187 feet	~242 feet
Width	75 feet	100 feet	100 feet	~92 feet	~95feet

*Net area after conveyance of an added 16.5 feet of right-of-way easement (1,650 sq. ft.).

The proposed adjustment will not alter existing drainage patterns, and the Public Works Director has determined that additional drainage and utility easements are not needed.

The survey shows a 16.5 foot added right-of way easement for the Lexington Avenue ROW, and this will provide a 49.5 foot half-width for Lexington Avenue. This easement is consistent with the Ramsey County road plan and acceptable to the County. The added easement reduces the front setback of the house at 5036 to 39.7 feet, less than the 40-foot setback required from an arterial street. City Code includes a provision that allows future alteration of a structure that becomes a legal non-conforming building due to the ROW

building due to the ROW conveyance, in an instance like as this, using the resulting front setback (here, 39.7 feet) without need for a variance.

PUBLIC AND AGENCY COMMENT

Property owners within 350 feet were notified of the applications and this hearing. One written comment in support has been submitted in response to the notice and it is attached.

The Rice Creek Watershed District has no objection and requires no further review. Ramsey County Public Works identified that the ROW conveyance shown on the survey meets the requirements of the County. See the attached comments.

PLANNING COMMISSION

The Planning Commission reviewed the application at their October 25th meeting. The Commission identified that the purpose of the subdivision is to increase the rear yard area for 5017 Turtle Lane, a typical residential use. After a brief discussion, the Commissioners unanimously (7-0) recommended approval of the application to the City Council.

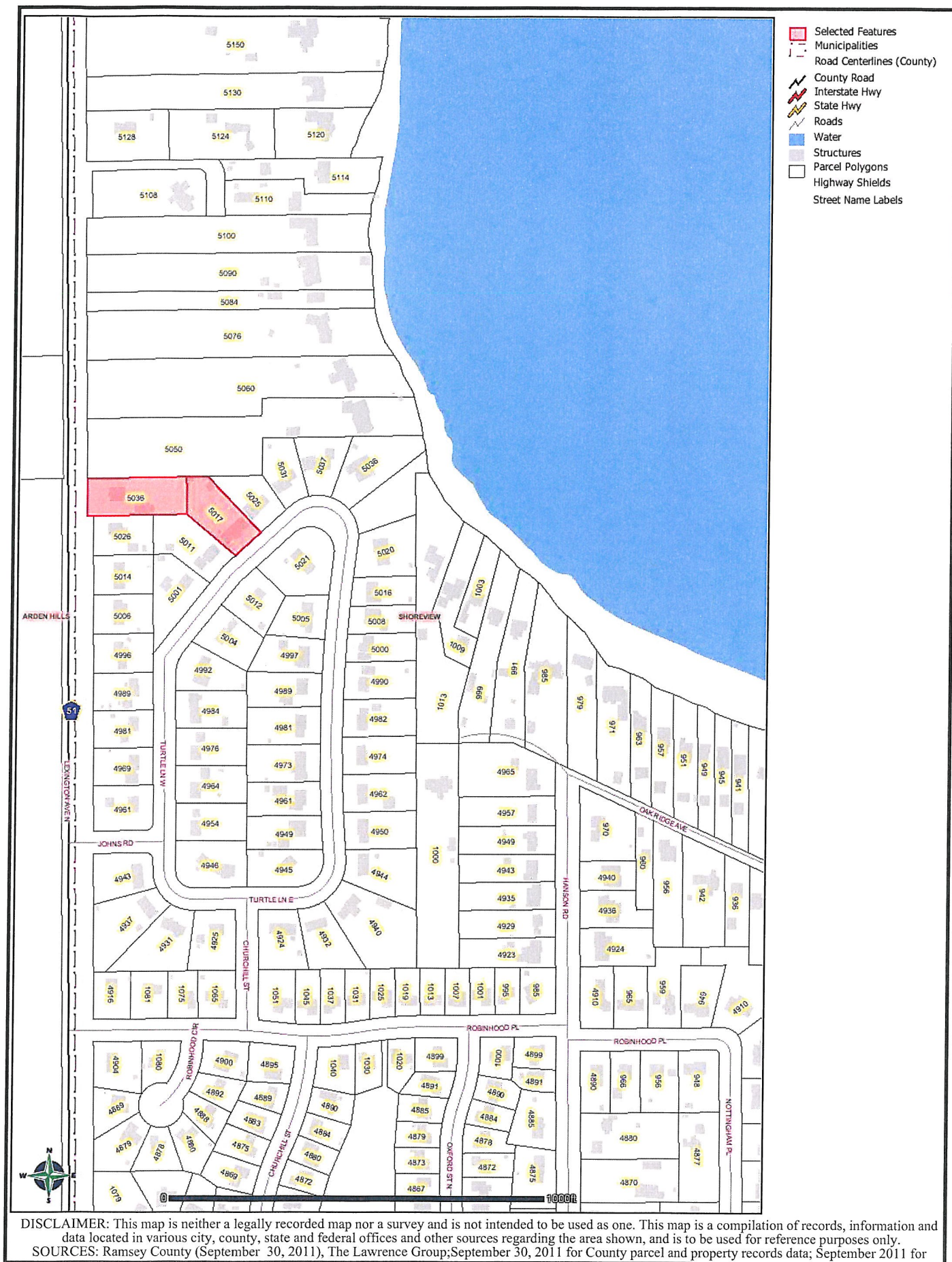
STAFF RECOMMENDATION

The application was reviewed by the Planning Commission and staff in accordance with the standards of the Development Regulations. The proposed lots comply with the minimum standards of the R-1 District, and so the Planning Commission and staff recommend the City Council approve the minor subdivision, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted, dated July 22, 2010.
2. The applicant shall convey an easement for right-of-way over the west 16.5 feet of 5036 Lexington Avenue prior to the City endorsing deeds for recording with Ramsey County.
3. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.
4. The 55- by 100-foot parcel resulting from this approval shall be combined with Lot 11, Block 6 LEXICON PLAT 2 (commonly known as 5017 Turtle Lane West).

Attachments

- 1) Location Map
- 2) Submitted Statements and Plans
- 3) Request for Comment
- 4) Motion



MINOR SUBDIVISION

~for~ ROB MORSE
~of~ 5017 TURTLE LANE
SHOREVIEW, MN 55126

EXISTING PROPERTY DESCRIPTION:

Lot 11, Block 6, LEXICON PLAT 2, Ramsey County, Minnesota.
(Area = 21,611sf)
AND
That part of Government Lot 1, Section 14, Township 30, Range 23, Ramsey County, Minnesota described as follows:
Commencing at the Northwest corner of said section; thence East on the North line of said section 300 feet; thence South at right angles, 100 feet; thence West at right angles 300 feet to the West line of said section; thence North on said West section line 100 feet to the place of beginning.
(Area = 30,036sf)

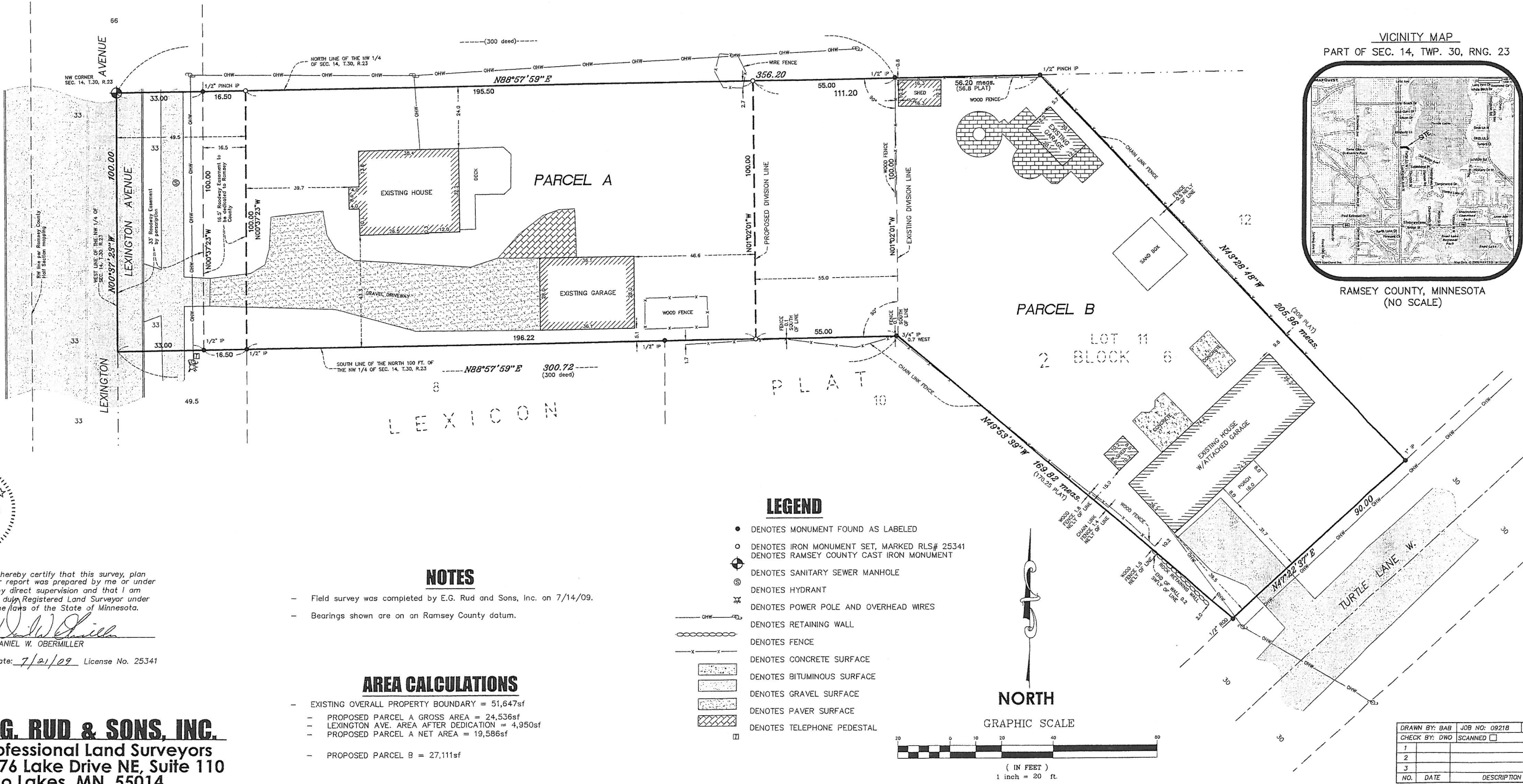
(Per Warranty deeds 1559710 and 2596834)

PROPOSED PROPERTY DESCRIPTIONS:

PARCEL A:
That part of Government Lot 1, Section 14, Township 30, Range 23, Ramsey County, Minnesota described as follows:
Commencing at the Northwest corner of said section; thence East on the North line of said section 300 feet; thence South at right angles, 100 feet; thence West at right angles 300 feet to the West line of said section; thence North on said West section line 100 feet to the place of beginning.
Except the East 55 feet thereof. Subject to Lexington Avenue.
PARCEL B:
Lot 11, Block 6, LEXICON PLAT 2, Ramsey County, Minnesota.
AND
The East 55 feet of that part of Government Lot 1, Section 14, Township 30, Range 23, Ramsey County, Minnesota described as follows:
Commencing at the Northwest corner of said section; thence East on the North line of said section 300 feet; thence South at right angles, 100 feet; thence West at right angles 300 feet to the West line of said section; thence North on said West section line 100 feet to the place of beginning.

PROPOSED ROADWAY EASEMENT DEDICATION
to RAMSEY COUNTY FOR LEXINGTON AVENUE

The East 16.5 feet of the West 49.5 feet of that part of Government Lot 1, Section 14, Township 30, Range 23, Ramsey County, Minnesota described as follows:
Commencing at the Northwest corner of said section; thence East on the North line of said section 300 feet; thence South at right angles, 100 feet; thence West at right angles 300 feet to the West line of said section; thence North on said West section line 100 feet to the place of beginning.
(Area = 1,650sf)



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Daniel W. Obermiller
DANIEL W. OBERMILLER
Date: 7/21/09 License No. 25341

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 7/14/09.
- Bearings shown are on an Ramsey County datum.

AREA CALCULATIONS

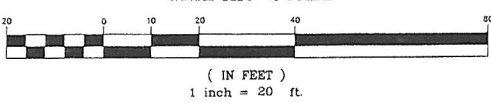
- EXISTING OVERALL PROPERTY BOUNDARY = 51,647sf
- PROPOSED PARCEL A GROSS AREA = 24,536sf
- LEXINGTON AVE. AREA AFTER DEDICATION = 4,950sf
- PROPOSED PARCEL A NET AREA = 19,586sf
- PROPOSED PARCEL B = 27,111sf

LEGEND

- DENOTES MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 25341
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES POWER POLE AND OVERHEAD WIRES
- DENOTES RETAINING WALL
- DENOTES FENCE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES PAVER SURFACE
- DENOTES TELEPHONE PEDESTAL

NORTH

GRAPHIC SCALE



DRAWN BY: BAB	JOB NO: 09218	DATE: 7/21/09
CHECK BY: DWO	SCANNED	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY

ROBERT WARWICK - Rob Morse's property line expansion

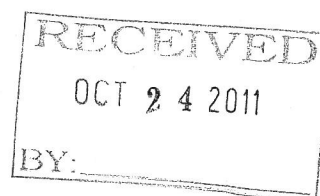
From: <kathy.pnewski@comcast.net>
To: <rwarwick@ci.shoreview.mn.us>
Date: 10/22/2011 1:06 PM
Subject: Rob Morse's property line expansion

We wanted to email our approval of Rob Morse's request to move his property line(s). Rob is a great neighbor and will use both properties wisely. His neighbors best interests are always a priority with Rob. My letter to you may be late for I was out of town on business.

If you have any questions you can contact us at 651-481-8489

Thank you

Tom and Kathy Pnewski
4992 W. Turtle Lane
Shoreview, MN 55126



ROBERT WARWICK - RE: Lot Line Boundary Adjustment - City of Shoreview

From: Kyle Axtell <KAxtell@ricecreek.org>
To: ROBERT WARWICK <rwarwick@SHOREVIEWMN.GOV>
Date: 10/12/2011 1:12 PM
Subject: RE: Lot Line Boundary Adjustment - City of Shoreview
CC: Nicholas Tomczik <ntomczik@ricecreek.org>

Robert,

As both residential lots are already developed, and the proposal is simply a boundary line adjustment that will have no impact on drainage patterns or have future development implications, the RCWD has no objection to the proposal and will not require further review. Thank you for the notice and the opportunity to comment.

Sincerely,

Kyle Axtell
Water Resource Specialist
Rice Creek Watershed District
4325 Pheasant Ridge Dr. NE #611
Blaine, MN 55449-4539
P: (763) 398-3072
F: (763) 398-3088
E: kaxtell@ricecreek.org

From: ROBERT WARWICK [mailto:rwarwick@SHOREVIEWMN.GOV]
Sent: Wednesday, October 12, 2011 12:48 PM
To: Joseph Lux; Kyle Axtell
Subject: Lot Line Boundary Adjustment - City of Shoreview

The City of Shoreview has received an application for a minor subdivision of the properties at 5017 Turtle Lane West and 5036 Lexington Ave. A location map and survey are attached. These are non-riparian lots located about 700 feet from Turtle Lake.

The subdivision is a boundary line adjustment affecting the common rear lot line of these two parcels. The properties are in common ownership.

The east 55 feet of 5036 Lexington will be conveyed and attached to the lot at 5017 Turtle Lane West, the applicant's residence. No site improvements have been proposed with this subdivision.

The surveyor anticipated that Ramsey Co. would require added ROW as shown on the survey and prepared a legal description for that conveyance.

The Planning Commission will review this application at their Oct 25th meeting. If you have comments, I would appreciate submittal by Oct 19th so the comments can be included in the PC packet.

ROBERT WARWICK - RE: 5230 Oxford St

From: "Lux, Joseph" <Joseph.Lux@CO.RAMSEY.MN.US>
To: "ROBERT WARWICK" <rwarwick@SHOREVIEWMN.GOV>
Date: 10/18/2011 9:33 AM
Subject: RE: 5230 Oxford St

Rob:

Yes, the right of way being dedicated at the 5036 Lexington avenue minor subdivision is consistent with the Ramsey County major road ordinance and is acceptable to us.

Joe Lux

Joseph Lux
Planning Specialist
Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112-3933
651-266-7114
651-266-7110 (fax)



From: ROBERT WARWICK [mailto:rwarwick@SHOREVIEWMN.GOV]
Sent: Tuesday, October 18, 2011 9:06 AM
To: Lux, Joseph
Subject: RE: 5230 Oxford St

The Red Fox development is 1-3 weeks away from commencing site work. The plan is that the developer will 'deliver' the shell for the 10,000 sf multi-tenant building on Lot 2 to the tenants in April 2012 for their tenant finish - and so they will open for business in late June/early July.

And if they can ink a tenant for the 14,000 sf market on lot 1 (reported to be very close) construction will soon

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 11-85 reducing the following escrows:

Erosion Control and Development Cash Deposits for the following properties
in the amounts listed:

767 County Rd F	Tim Ostergren Const.	\$ 1,000.00
217 Colleen Ave	Northshore Builders	\$ 1,000.00
5110 Oxford St	TJB Homes/John & Julie Peirson	\$ 4,000.00
3620 Rustic Pl	Moser Homes	\$ 3,000.00
3189 Owasso Blvd W	Larson Excavating	\$ 500.00
3189 Owasso Blvd W	Summit Design Build	\$ 5,000.00
425 Snail Lake Rd	TJB Homes/Darlene Archer	\$ 4,000.00
435 Snail Lake Rd	John Michaelson	\$ 8,000.00
4724 Cumberland St	Accent Homes	\$ 3,000.00
Fox Glen Townhomes	M J Ralieggh Trucking Inc	\$ 1,000.00
862 Oakridge Ave	Anthony Mezzenga Inc	\$ 500.00
1006 County Rd I	Daniel Blee	\$ 500.00
948 County Rd I	Beitler Building Systems	\$ 5,000.00
699 Maple Pond Ct	Matt Moore	\$ 1,000.00
221 Owasso Blvd N	Hoveland/GMHC	\$ 3,000.00

ROLL CALL: **AYES** _____ **NAYS** _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
NOVEMBER 7, 2011

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN

DATE: NOVEMBER 3, 2011

SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

The following escrow reductions have been prepared and are presented to the City Council for approval.

BACKGROUND

The property owners/builders listed below have completed all or portions of the erosion control and turf establishment, landscaping or other construction in the right of way as required in the development contracts or building permits.

767 County Rd F	Erosion Control completed
217 Colleen Ave	Erosion Control completed
5110 Oxford St	Erosion & Grading Cert. completed
3620 Rustic Pl	Erosion & Grading Cert. completed
3189 Owasso Blvd W	Erosion Control completed
3189 Owasso Blvd W	Erosion, Grading Cert. & trees completed
425 Snail Lake Rd	Erosion, Grading Cert. & Curb Repair completed
435 Snail Lake Rd	Erosion & Sewer water completed
4724 Cumberland St	Erosion & Grading Cert. completed
Fox Glen Townhomes	Erosion Control completed
862 Oakridge Ave	Erosion Control completed
1006 County Rd I	Erosion Control completed
948 County Rd I	Erosion, Grading Cert. & trees completed
699 Maple Pond Ct	Erosion Control completed
221 Owasso Blvd N	Erosion & Grading Cert. completed

RECOMMENDATION

It is recommended that the City Council approve releasing all or portions of the escrows for the following properties in the amounts listed below:

767 County Rd F	Tim Ostergren Const.	\$ 1,000.00
217 Colleen Ave	Northshore Builders	\$ 1,000.00
5110 Oxford St	TJB Homes/John & Julie Peirson	\$ 4,000.00
3620 Rustic Pl	Moser Homes	\$ 3,000.00
3189 Owasso Blvd W	Larson Excavating	\$ 500.00
3189 Owasso Blvd W	Summit Design Build	\$ 5,000.00
425 Snail Lake Rd	TJB Homes/Darlene Archer	\$ 4,000.00
435 Snail Lake Rd	John Michaelson	\$ 8,000.00
4724 Cumberland St	Accent Homes	\$ 3,000.00

Page 2
Developer Escrow

Fox Glen Townhomes	M J Ralieggh Trucking Inc	\$ 1,000.00
862 Oakridge Ave	Anthony Mezzenga Inc	\$ 500.00
1006 County Rd I	Daniel Blee	\$ 500.00
948 County Rd I	Beitler Building Systems	\$ 5,000.00
699 Maple Pond Ct	Matt Moore	\$ 1,000.00
221 Owasso Blvd N	Hoveland/GMHC	\$ 3,000.00

PROPOSED

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD NOVEMBER 7, 2011

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on November 7, 2011 at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-85

**RESOLUTION ORDERING ESCROW REDUCTIONS
AT VARIOUS LOCATIONS IN THE CITY**

WHEREAS, various builders and developers have submitted cash escrows for erosion control, grading certificates, landscaping and other improvements, and

WHEREAS, City staff have reviewed the sites and developments and is recommending the escrows be returned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shoreview, Minnesota, as follows:

The Shoreview Finance Department is authorized to reduce the cash deposit in the amounts listed below:

767 County Rd F	Tim Ostergren Const.	\$ 1,000.00
217 Colleen Ave	Northshore Builders	\$ 1,000.00
5110 Oxford St	TJB Homes/John & Julie Peirson	\$ 4,000.00
3620 Rustic Pl	Moser Homes	\$ 3,000.00
3189 Owasso Blvd W	Larson Excavating	\$ 500.00
3189 Owasso Blvd W	Summit Design Build	\$ 5,000.00
425 Snail Lake Rd	TJB Homes/Darlene Archer	\$ 4,000.00
435 Snail Lake Rd	John Michaelson	\$ 8,000.00
4724 Cumberland St	Accent Homes	\$ 3,000.00
Fox Glen Townhomes	M J Ralieggh Trucking Inc	\$ 1,000.00
862 Oakridge Ave	Anthony Mezzenga Inc	\$ 500.00
1006 County Rd I	Daniel Blees	\$ 500.00
948 County Rd I	Beitler Building Systems	\$ 5,000.00
699 Maple Pond Ct	Matt Moore	\$ 1,000.00
221 Owasso Blvd N	Hoveland/GMHC	\$ 3,000.00

The motion for the adoption of the foregoing resolution was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 7th day of November, 2011.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 7th day of November, 2011 with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates reducing various escrows.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 8th day of November, 2011.

Terry C. Schwerm
City Manager

SEAL

PROPOSED RESOLUTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No.11-79 approving Change Order No. 1 in the amount of \$78,931.49 for the Buffalo Lane Reconstruction, City Project No.11-09.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
WITHHART	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
NOVEMBER 7, 2011

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: GLEN M. HOFFARD
SENIOR ENGINEERING TECHNICIAN

DATE: NOVEMBER 3, 2011

SUBJECT: BUFFALO LANE RECONSTRUCTION
CITY PROJECT NO. 11-09
CHANGE ORDER NO. 1

INTRODUCTION

The attached Change Order No.1 has been prepared by staff and must be approved by Council in order to modify the contract.

BACKGROUND

On July 18, 2011, the City Council awarded a contract to C. W. Houle, Inc. for the Buffalo Lane Reconstruction, City Project No.11-09, and authorized the Mayor and City Manager to sign said contract.

Portions of this change order contain work that was done outside the Buffalo Lane project area, which include the following:

1. Ingerson Road/Cobb Road Drainage Improvements
2. Lake Wabasso Court Drainage Improvements
3. Silverthorn Estates Storm Sewer Improvements
4. Lake Point Court Storm Water Pre-treatment Structure

A description of the work completed for each item is included in the following section of this report. The City's 2011 Capital Improvement Plan included a budget of \$60,000 for stormwater improvements, which will cover the cost of these items. Due to the small size of each of the improvements, staff determined it would be more economical to have the work completed as part of the Buffalo Lane contract instead of having separate contracts for each improvement.

DISCUSSION

The contractor has performed authorized work that was not included in the original contract. Change Order No.1 has been prepared and includes the following:

Overrun on Existing Contract Items

A number of existing contract quantities were overrun as detailed below:

Clearing – 10 EA @ \$290.00 =	\$ 2,900.00
Grubbing – 10 EA @ \$305.00 =	\$ 3,050.00
Remove Bituminous Pavement – 493 SY @ \$3.45 =	\$ 1,700.85
Aggregate Base CL 7 – 258.16 T @ \$12.50 =	\$ 3,227.00
Bituminous Base Course – 24.55 T @ \$64.00 =	\$ 1,571.20
6" Concrete Drwy. Pavement – 36.00 SY @ \$44.00 =	\$ 1,584.00
Modular Block Ret. Wall – 190 SF @ \$30.00 =	\$ 5,700.00
Sod – 1,405 SY @ \$4.70 =	\$ 6,603.50
4" PVC Serv. Pipe – 96 LF @ \$19.00 =	\$ 1,824.00
1" Copper Serv. – 44 LF @ \$20.50 =	\$ 902.00
	<u>\$29,062.55</u>

Repair Irrigation Systems

Several irrigation systems were damaged during construction and had to be repaired. A new pay item will be added to the contract as follows:

Repair Irrigation Systems – 1 LS @ \$343.00 =	\$ 343.00
---	-----------

Ingerson Road / Cobb Road Drainage:

A swale was constructed along the rear lot line, west of Richmond Ave. between Ingerson Rd. and Cobb Rd. in order to drain low areas that were holding water after heavy rain events. A new pay item will be added to the contract as follows:

Construct Swale - 1 LS @ \$18,334.00 =	\$18,334.00
--	-------------

Lake Wabasso Court Storm Sewer:

A 12" HDPE storm sewer was installed through a berm at 455 Lake Wabasso Ct. that was blocking drainage from the property at 460 Harriet Ave. which had experienced basement flooding during heavy rain events. A new pay item will be added to the contract as follows:

Install 12" HDPE Storm Sewer – 1 LS @ \$3,450.00 =	\$ 3,450.00
--	-------------

Silverthorn Estates Storm Sewer:

A 21" RCP storm sewer pond inlet, adjacent to 5682 Dunlap Ave. was extended 16' to get the flared end closer to the edge of the pond. The area above the flared end was filled in and sodded. A new pay item will be added to the contract as follows:

Extend 21" RCP Storm Sewer – 1 LS @ \$5,222.94 = \$ 5,222.94

Lake Point Court Storm Water Pre-treatment:

An existing catch basin on the outlet to Snail Lake was replaced with a 72" Treatment Structure to remove sediment and floatables before entering Snail Lake. A new pay item will be added to the contract as follows:

72" Treatment Structure – 1 LS @ \$22,519.00 = \$22,519.00

The pay items have been added to the contract documents resulting in a net increase to the contract of \$78,931.49. Change Order No.1 will increase the contract amount to \$327,937.69. The increased amount will be funded as follows:

Street Renewal Fund	\$26,679.55
Surface Water Fund	\$49,525.94
Water Fund	\$ 902.00
Sewer Fund	<u>\$ 1,824.00</u>
	\$78,931.49

RECOMMENDATION

It is recommended that Council adopt the attached proposed resolution approving Change Order No.1 for the Buffalo Lane Reconstruction, 11-09.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD NOVEMBER 7, 2011

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on November 7, 2011 at 7:00 pm. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-79
APPROVING CHANGE ORDER NO.1
BUFFALO LANE
RECONSTRUCTION
CITY PROJECT NO. 11-09

WHEREAS, On July 18, 2011, the City Council awarded a contract to C. W. Houle, Inc. for the Buffalo Lane Reconstruction, C.P. 11-09, and authorized the Mayor and City Manager to sign said contract, and

WHEREAS, the original contract amount is \$249,006.20, and

WHEREAS, Change Order No. 1, in the amount of \$78,931.49 has been prepared in order to address certain changes or modifications to the original contract, and

WHEREAS, said changes and modifications to the project will increase the contract amount to \$327,937.69, and

WHEREAS, the Director of Public Works has recommended approval of proposed Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shoreview, Minnesota:

1. That Change Order No. 1, in the amount of \$78,931.49, resulting in a revised contract amount of \$327,937.69 is hereby approved, and
2. That Change Order No. 1 will be funded as follows:

Street Renewal Fund	\$26,679.55
Surface Water Fund	\$49,525.94
Water Fund	\$ 902.00
Sewer Fund	<u>\$ 1,824.00</u>
	\$78,931.49

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 7th day of November 2011.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 7th day of November, 2011, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the approval of Change Order No. 1, for the Buffalo Lane Reconstruction, C.P #11-09.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 8th day of November 2011.

SEAL

Terry C. Schwerm
City Manager

CITY OF SHOREVIEW CONTRACT CHANGE ORDER

Project:	Buffalo Lane Reconstruction
City Project No.:	11-09
Change Order Number:	1 (One)
Date:	November 7, 2011
Contractor:	C. W. Houle, Inc.

The additions, revisions and corrections contained herein shall be made to the Contract Documents for the project and shall become part of the Scope of Work.

Overrun on Existing Contract Items

A number of existing contract quantities were overrun as detailed below:

Clearing – 10 EA @ \$290.00 =	\$ 2,900.00
Grubbing – 10 EA @ \$305.00 =	\$ 3,050.00
Remove Bituminous Pavement – 493 SY @ \$3.45 =	\$ 1,700.85
Aggregate Base CL 7 – 258.16 T @ \$12.50 =	\$ 3,227.00
Bituminous Base Course – 24.55 T @ \$64.00 =	\$ 1,571.20
6" Concrete Drwy. Pavement – 36.00 SY @ \$44.00 =	\$ 1,584.00
Modular Block Ret. Wall – 190 SF @ \$30.00 =	\$ 5,700.00
Sod – 1,405 SY @ \$4.70 =	\$ 6,603.50
4" PVC Serv. Pipe – 96 LF @ \$19.00 =	\$ 1,824.00
1" Copper Serv. – 44 LF @ \$20.50 =	\$ 902.00
	<u>\$29,062.55</u>

Repair Irrigation Systems

Repair Irrigation Systems	
1 LS @ \$343.00 =	\$ 343.00

Ingerson Rd. / Cobb Rd. Drainage

Construct Swale	
1 LS @ \$ 18,334.00 =	\$ 18,334.00

Lake Wabasso Ct. Drainage

Install 12" HDPE Storm Sewer	
1 LS @ \$ 3,450.00 =	\$ 3,450.00

Silverthorn Estates Drainage

Extend 21" RCP Storm Sewer
1 LS @ \$5,222.94 =

\$ 5,222.94

Lake Point Court Treatment Structure

72" Treatment Structure
1 LS @ \$22,519.00 =

\$ 22,519.00

Total Change Order No1

\$ 78,931.49

SUMMARY:

Current Contract Amount: \$ 249,006.20

Change Order No.1 Addition \$ 78,931.49

Amended Contract Amount \$ 327,937.69

APPROVALS:

APPROVED BY: City of Shoreview

By: _____ Title: City Engineer Date: _____

ACCEPTED BY: C. W. Houle, Inc.

By: _____ Title: _____ Date: _____

PROPOSED RESOLUTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No.11-80 approving Change Order No. 1 in the amount of (\$5,133.08) for the 2011 MSA Street Rehabilitation, City Project No.11-08.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
WITHHART	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
NOVEMBER 7, 2011

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: GLEN M. HOFFARD *GMA*
SENIOR ENGINEERING TECHNICIAN

DATE: NOVEMBER 4, 2011

SUBJECT: 2011 MSA STREET REHABILITATION
CITY PROJECT NO. 11-08
CHANGE ORDER NO. 1

INTRODUCTION

The attached Change Order No.1 has been prepared by staff and must be approved by Council in order to modify the contract.

BACKGROUND

On August 15, 2011, the City Council awarded a contract to Northwest Asphalt, Inc. for the 2011 MSA Street Rehabilitation, City Project No.11-08, and authorized the Mayor and City Manager to sign said contract.

DISCUSSION

The contractor has performed authorized work that was not included in the original contract. Change Order No.1 has been prepared and includes the following:

Sidewalk and pedestrian ramps had to be removed and replaced in order to reconstruct the storm sewer at the west end of Tanglewood Drive. A new pay item will be added to the contract as follows:

Replace Sidewalk - 1 LS @ \$4,595.61 =	\$ 4,595.61
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4 traffic loops at CSAH 96 on Victoria St. and 8 traffic loops at Lexington Ave. on Tanglewood Dr. had to be replaced. A new pay item will be added to the contract as follows:

Replace Traffic Loops - 12 EA @ \$1,200.00 =	\$14,400.00
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The contractor performed additional storm sewer repair on several catch basin structures. A new pay item will be added to the contract as follows:

Additional Storm Sewer Repair - 1 LS @ \$1,019.00 =	\$ 1,019.00
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The contractor was required to patch the cracks on Mound Ave. before the placement of the Engineered Paving Mat. The patching was not called for in the specifications. A new pay item will be added to the contract as follows:

Crack Patching – 1 LS @ \$725.50 = \$ 725.50

While replacing the storm sewer crossing on Tanglewood Dr, organic material was found under the pipe. The organic material was removed and replaced with 1-1/2" rock. A new pay item will be added to the contract as follows:

Remove Organic Material – 1 LS @ \$1,253.00 = \$ 1,253.00

Many gate valve box sections on the project were broken and had to be replaced. A new pay item will be added to the contract as follows:

Replace Gate Valve Boxes – 16 EA @ \$72.08 = \$ 1,153.28

In order to achieve the specified 2% crown on Tanglewood Dr. and Victoria St, the contractor removed 89 truckloads of excess material. A new pay item will be added to the contract as follows:

Remove Excess Material – 89 LOADS @ \$225.44 = \$20,064.16

Total Change Order #1 Add \$43,210.55

The contract quantity for Asphalt Emulsion (FDR) was 115,810 gallons. The actual amount used is 98,230.5 gallons. The reduction to the Asphalt Emulsion, at \$2.75/gallon, is \$48,343.63.

Total Change Order #1 Deduct -\$48,343.63

Total Change Order #1 -\$ 5,133.08

The pay items have been added / deducted from the contract documents resulting in a net decrease to the contract of \$5,133.08. Change Order No.1 will decrease the contract amount to \$1,106,368.17 and will be funded as follows:

MSA Fund	\$40,938.55 - \$48,343.63 = -\$ 7,405.08
Surface Water Fund	<u>\$ 2,272.00</u>
	-\$ 5,133.08

RECOMMENDATION

It is recommended that Council adopt the attached proposed resolution approving Change Order No.1 for the 2011 MSA Street Rehabilitation, City Project 11-08.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD NOVEMBER 7, 2011

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on November 7, 2011 at 7:00 pm. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-80
APPROVING CHANGE ORDER NO.1
2011 MSA STREET REHABILITATION
CITY PROJECT NO. 11-08

WHEREAS, On August 15, 2011, the City Council awarded a contract to Northwest Asphalt Inc. for the 2011 MSA Street Rehabilitation, C.P. 11-08, and authorized the Mayor and City Manager to sign said contract, and

WHEREAS, the original contract amount is \$1,111,501.25, and

WHEREAS, Change Order No. 1, in the amount of -\$5,133.08 has been prepared in order to address certain changes or modifications to the original contract, and

WHEREAS, said changes and modifications to the project will decrease the contract amount to \$1,106,368.17, and

WHEREAS, the Director of Public Works has recommended approval of proposed Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shoreview, Minnesota:

1. That Change Order No. 1, in the amount of -\$5,133.08, resulting in a revised contract amount of \$1,106,368.17 is hereby approved, and
2. That Change Order No. 1 will be funded as follows:

MSA Fund	-\$ 7,405.08
Surface Water Fund	<u>\$ 2,272.00</u>
	-\$ 5,133.08

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 7th day of November 2011.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 7th day of November, 2011, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the approval of Change Order No. 1, for the 2011 MSA Street Rehabilitation, C.P #11-08.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 8th day of November 2011.

SEAL

Terry C. Schwerm
City Manager

CITY OF SHOREVIEW CONTRACT CHANGE ORDER

Project:	2011 MSA Street Rehabilitation
City Project No.:	11-08
Change Order Number:	1 (One)
Date:	November 7, 2011
Contractor:	Northwest Asphalt, Inc.

The additions, revisions and corrections contained herein shall be made to the Contract Documents for the project and shall become part of the Scope of Work.

ADD:

Replace Sidewalk 1 LS @ \$4,595.61 =	\$ 4,595.61
Replace Traffic Loops 12 EA @ \$1,200.00 =	\$14,400.00
Additional Storm Sewer Repairs 1 LS @ \$1,019.00 =	\$ 1,019.00
Crack Patching 1 LS @ \$725.50 =	\$ 725.50
Remove Organic Material 1 LS @ \$ 1,253.00 =	\$ 1,253.00
Replace Gate Valve Boxes 16 EA @ \$72.08 =	\$ 1,153.28
Remove Excess Material 89 LOADS @ \$225.44 =	\$20,064.16
Total Add	<u>\$ 43,210.55</u>

DEDUCT:

Asphalt Emulsion (FDR) 17,579.5 GAL @ \$2.75 =	-\$48,343.63
Total Deduct	<u>-\$48,343.63</u>
Total Change Order No.1	<u>-\$ 5,133.08</u>

SUMMARY:

Current Contract Amount:	\$ 1,111,501.25
Change Order No.1 Deduct	\$ <u>-5,133.08</u>
Amended Contract Amount	\$ 1,106,368.17

APPROVALS:

APPROVED BY: City of Shoreview

By: _____ Title: City Engineer Date: _____

ACCEPTED BY: Northwest Asphalt, Inc.

By: _____ Title: _____ Date: _____

APPLICATION FOR PAYMENT

NO. 1

PROJECT: 2011 MSA Street Rehabilitation
OWNER: City of Shoreview
PROJECT NO: 11-08
CONTRACTOR: Northwest Asphalt, Inc.
APPLICATION DATE: 11/7/2011 FOR PERIOD ENDING: 10/29/2011

STATEMENT OF WORK

ORIGINAL CONTRACT AMOUNT	\$ <u>1,111,501.25</u>
NET CHANGE BY CHANGE ORDER	\$ <u>(5,133.08)</u>
CONTRACT AMOUNT TO DATE	\$ <u>1,106,368.17</u>
TOTAL AMOUNT OF WORK COMPLETED	\$ <u>1,091,290.40</u>
LESS 2 % RETAINAGE	\$ <u>21,825.81</u>
AMOUNT DUE TO DATE	\$ <u>1,069,464.59</u>
LESS PREVIOUS PAYMENTS	\$ <u>-</u>
PAYMENT DUE THIS APPLICATION	\$ <u>1,069,464.59</u>

PAYMENT NO.1

**2011 STREET REHABILITATION
TANGLEWOOD DRIVE
CITY PROJECT NO. 11-08
S.A.P. 167-259-002**

STREET RECONSTRUCTION

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL AMOUNT
2021.501	MOBILIZATION	LS	0.57	0.57	\$40,000.00	\$ 22,800.00
2104.505	REMOVE EXIST CONC CURB & GUTTER	LF	300.00	269.00	\$ 7.50	\$ 2,017.50
2123.610	STREET SWEEPING	HR	5.00	15.00	\$ 150.00	\$ 2,250.00
2211.501	AGGREGATE BASE CLASS 7	TON	50.00		\$ 15.00	\$ -
2232.501	MILL BITUMINOUS SURFACE (3")	SY	21,210.00	21,210.00	\$ 1.00	\$ 21,210.00
2331.604	BITUMINOUS PAVEMENT RECLAMATION	SY	21,210.00	21,210.00	\$ 3.00	\$ 63,630.00
2331.603	JOINT ADHESIVE	LF	10,700.00	10,700.00	\$ 0.75	\$ 8,025.00
2357.502	BITUMINOUS MATERIAL FOR TACK	GAL	1,060.00	925.00	\$ 3.00	\$ 2,775.00
2360.501	1-1/2" BITUMINOUS WEAR COURSE SPWEA440B	TON	1,850.00	1,874.66	\$ 63.50	\$ 119,040.91
2360.502	2" BITUMINOUS BASE COURSE SPNWB430B	TON	2,450.00	2,378.35	\$ 53.50	\$ 127,241.73
SPECIAL	ASPHALT EMULSION (FDR)	GAL	71,054.00	60,264.50	\$ 2.75	\$ 165,727.38
2331.603	BITUMINOUS CONTROL JOINT	LF	4,250.00	4,357.00	\$ 2.00	\$ 8,714.00
2504.602	ADJUST GATE VALVE	EA	4.00	2.00	\$ 350.00	\$ 700.00
2506.516	CASTING ASSBLY (R-1733) W/I&I BARRIER	EA	23.00	22.00	\$ 900.00	\$ 19,800.00
2531.501	CONCRETE CURB & GUTTER (B6-18)	LF	300.00	296.00	\$ 20.00	\$ 5,920.00
2563.601	TRAFFIC CONTROL	LS	0.57	0.57	\$ 3,950.00	\$ 2,251.50
2564.537	DYNAMIC SPEED DISPLAY SIGN	EA	4.00	4.00	\$ 6,400.00	\$ 25,600.00
2582.603	4" SOLID LINE WHITE-PAINT	LF	9,000.00	9,000.00	\$ 0.04	\$ 360.00
2582.603	4" DOUBLE LINE YELLOW-PAINT	LF	4,700.00	4,700.00	\$ 0.08	\$ 376.00
2582.618	CROSSWALK PAVEMENT MARKING TAPE	SF	1,000.00	1,062.00	\$ 8.00	\$ 8,496.00
2582.602	RT TURN ARROW PVMNT MARKING TAPE	EA	2.00	2.00	\$ 360.00	\$ 720.00
2582.602	LT TURN ARROW PVMNT MARKING TAPE	EA	2.00	2.00	\$ 360.00	\$ 720.00
2573.530	INLET PROTECTION	EA	8.00	8.00	\$ 100.00	\$ 800.00
2575.505	SODDING (LAWN) W/6" TOPSOIL	SY	100.00	250.00	\$ 10.00	\$ 2,500.00
C. O. #1	REPLACE SIDEWALK	LS	1.00	1.00	\$ 4,595.61	\$ 4,595.61
C. O. #1	REPLACE TRAFFIC LOOPS	EA	8.00	8.00	\$ 1,200.00	\$ 9,600.00
C. O. #1	REMOVE ORGANIC MATERIAL	LS	1.00	1.00	\$ 1,253.00	\$ 1,253.00
C. O. #1	REPLACE GATE VALVE BOXES	EA	2.00	2.00	\$ 72.08	\$ 144.16
C. O. #1	REMOVE EXCESS MATERIAL	LOAD	65.00	65.00	\$ 225.44	\$ 14,653.60

SUBTOTAL - STREET RECONSTRUCTION

\$ 641,921.38

STORM SEWER

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL AMOUNT
2104.509	REMOVE STORM STRUCTURE	EA	5.00	5.00	\$ 350.00	\$ 1,750.00
2104.501	REMOVE STORM PIPE	EA	64.00	64.00	\$ 8.00	\$ 512.00
2503.541	15" RCP SEWER DESIGN 3006 CL 5	LF	56.00	56.00	\$ 30.00	\$ 1,680.00
2501.515	15" RCP FES	EA	1.00	1.00	\$ 700.00	\$ 700.00
2506.502	CONSTRUCT CBMH 48" DIA W/CAST	EA	4.00	4.00	\$ 1,550.00	\$ 6,200.00
2506.502	CONSTRUCT MH-CB 72" DIA W/CAST	LF	1.00	1.00	\$ 2,650.00	\$ 2,650.00
C. O. #1	ADDITIONAL STORM SEWER REPAIRS	LS	1.00	1.00	\$ 1,019.00	\$ 1,019.00

SUBTOTAL - STORM SEWER

\$ 14,511.00

TOTAL TANGLEWOOD DRIVE

\$ 656,432.38

PAYMENT NO.1

**2011 STREET REHABILITATION
VICTORIA STREET
CITY PROJECT NO. 11-08
S.A.P. 167-233-008**

STREET RECONSTRUCTION

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL AMOUNT
2021.501	MOBILIZATION	LS	0.36	0.36	\$40,000.00	\$ 14,400.00
2104.505	REMOVE EXIST CONC CURB & GUTTER	LF	150.00	153.00	\$ 7.50	\$ 1,147.50
2104.505	REMOVE EXIST CONC CROSSWALK	SY	130.00	130.00	\$ 10.00	\$ 1,300.00
2123.610	STREET SWEEPING	HR	5.00	15.00	\$ 150.00	\$ 2,250.00
2211.501	AGGREGATE BASE CLASS 7	TON	100.00		\$ 15.00	\$ -
2232.501	MILL BITUMINOUS SURFACE (3")	SY	13,360.00	13,360.00	\$ 1.00	\$ 13,360.00
2231.604	BITUMINOUS PAVEMENT RECLAMATION	SY	13,360.00	13,360.00	\$ 3.00	\$ 40,080.00
2331.603	JOINT ADHESIVE	LF	6,175.00	6,175.00	\$ 0.75	\$ 4,631.25
2357.502	BITUMINOUS MATERIAL FOR TACK	GAL	670.00	675.00	\$ 3.00	\$ 2,025.00
2360.501	1-1/2" BITUMINOUS WEAR COURSE SPWEA440B	TON	1,200.00	1,250.00	\$ 63.50	\$ 79,375.00
2360.502	2" BITUMINOUS BASE COURSE SPNWB430B	TON	1,550.00	1,475.00	\$ 53.50	\$ 78,912.50
SPECIAL	ASPHALT EMULSION (FDR)	GAL	44,756.00	37,966.00	\$ 2.75	\$ 104,406.50
2331.603	BITUMINOUS CONTROL JOINT	LF	3,000.00	3,150.00	\$ 2.00	\$ 6,300.00
2504.602	ADJUST GATE VALVE	EA	11.00	11.00	\$ 350.00	\$ 3,850.00
2506.516	CASTING ASSBLY (R-1733) W/I&I BARRIER	EA	18.00	19.00	\$ 900.00	\$ 17,100.00
2531.501	CONCRETE CURB & GUTTER (B6-18)	LF	150.00	161.00	\$ 20.00	\$ 3,220.00
2563.601	TRAFFIC CONTROL	LS	0.36	0.36	\$ 3,950.00	\$ 1,422.00
2582.603	4" SOLID LINE WHITE-PAINT	LF	4,500.00	4,500.00	\$ 0.04	\$ 180.00
2582.603	4" SKIP LINE WHITE-PAINT	LF	400.00	400.00	\$ 0.50	\$ 200.00
2582.603	4" DOUBLE LINE YELLOW-PAINT	LF	2,750.00	2,750.00	\$ 0.08	\$ 220.00
2582.618	THERMOPLASTIC PAVEMENT MARKINGS	SF	960.00		\$ 14.00	\$ -
2582.602	RT TURN ARROW PVMNT MARKING TAPE	EA	4.00	4.00	\$ 360.00	\$ 1,440.00
2582.602	LT TURN ARROW PVMNT MARKING TAPE	EA	2.00	2.00	\$ 360.00	\$ 720.00
2573.530	INLET PROTECTION	EA	6.00	6.00	\$ 100.00	\$ 600.00
2575.505	SODDING (LAWN) W/6" TOPSOIL	SY	100.00	210.00	\$ 10.00	\$ 2,100.00
C. O. #1	REPLACE TRAFFIC LOOPS	EA	4.00	4.00	\$ 1,200.00	\$ 4,800.00
C. O. #1	REPLACE GATE VALVE BOXES	EA	11.00	11.00	\$ 72.08	\$ 792.88
C. O. #1	REMOVE EXCESS MATERIAL	LOAD	24.00	24.00	\$ 225.44	\$ 5,410.56

SUBTOTAL - STREET RECONSTRUCTION

\$ 390,243.19

PAYMENT NO. 1

**2011 STREET REHABILITATION
MOUND AVENUE
CITY PROJECT NO. 11-08
S.A.P. 167-243-003**

STREET RECONSTRUCTION

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL AMOUNT
2021.501	MOBILIZATION	LS	0.07	0.07	\$ 40,000.00	\$ 2,800.00
2104.505	REMOVE EXIST CONC CURB & GUTTER	LF	25.00	4.00	\$ 15.00	\$ 60.00
2123.610	STREET SWEEPING	HR	2.00	5.25	\$ 150.00	\$ 787.50
2232.501	MILL BITUMINOUS SURFACE (1-1/2")	SY	2,560.00	2,560.00	\$ 2.00	\$ 5,120.00
2331.603	JOINT ADHESIVE	LF	1,120.00	1,120.00	\$ 0.75	\$ 840.00
2360.501	1-1/2" BITUMINOUS WEAR COURSE SPWEA240A	TON	225.00	226.54	\$ 63.50	\$ 14,385.29
2357.502	BITUMINOUS MATERIAL FOR TACK	GAL	525.00	525.00	\$ 3.00	\$ 1,575.00
SPECIAL	ENGINEERED PAVING MAT	SY	2,560.00	2,560.00	\$ 5.50	\$ 14,080.00
2331.603	BITUMINOUS CONTROL JOINT	LF	625.00		\$ 2.00	\$ -
2504.602	ADJUST GATE VALVE	EA	4.00	3.00	\$ 250.00	\$ 750.00
2506.516	CASTING ASSBLY (R-1733) W/I&I BARRIER		3.00	3.00	\$ 800.00	\$ 2,400.00
2531.501	CONCRETE CURB & GUTTER (B6-18)	LF	25.00	4.00	\$ 20.00	\$ 80.00
2563.601	TRAFFIC CONTROL	LS	0.07	0.07	\$ 3,950.00	\$ 276.50
2582.603	4" SOLID LINE WHITE-PAINT	LF	1,900.00	1,020.00	\$ 0.04	\$ 40.80
2582.603	4" DOUBLE LINE YELLOW-PAINT	LF	950.00	500.00	\$ 0.08	\$ 40.00
2573.530	INLET PROTECTION	EA	4.00	4.00	\$ 100.00	\$ 400.00
2575.505	SODDING (LAWN) W/6" TOPSOIL	SY	50.00	38.00	\$ 1.00	\$ 38.00
C. O. #1	CRACK PATCHING	LS	1.00	1.00	\$ 725.50	\$ 725.50
C. O. #1	REPLACE GATE VALVE BOXES	EA	3.00	3.00	\$ 72.08	\$ 216.24

SUBTOTAL - STREET RECONSTRUCTION

\$ 44,614.83

TOTAL PAYMENT

**TANGLEWOOD DRIVE
VICTORIA STREET
MOUND AVENUE
STORM SEWER**

**\$ 641,921.38
\$ 390,243.19
\$ 44,614.83
\$ 14,511.00**

TOTAL PAYMENT

\$1,091,290.40

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 11-82, authorizing the request for an advance of Municipal State Aid funds.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
NOVEMBER 7, 2011

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI,
ASSISTANT CITY ENGINEER

DATE: NOVEMBER 3, 2011

SUBJECT: AUTHORIZE REQUEST TO FOR AN ADVANCE
OF MUNICIPAL STATE AID FUNDS

INTRODUCTION

The City has the opportunity to request an advance of funds from the General State Aid Construction Account to finance this year's Municipal State Aid (MSA) street project. A resolution by the City Council is required by State Aid rules in order for MNDOT to consider the City's request to advance these funds.

BACKGROUND

This year the City completed a Municipal State Aid Street project that included the pavement rehabilitation of Victoria Street from Highway 96 to Tanglewood Drive, Tanglewood Drive from Lexington Avenue to the Hodgson Connection, and Mound Avenue from Victoria Street to Larson Road. The total cost of the project will exceed Shoreview's available State Aid Construction Account balance. The City has the opportunity to request an advance of State Aid funds to finance the project, which would be a benefit to the City because it would eliminate the need for an internal fund transfer. The City has used advancements in the past to finance MSA projects.

Any request by the City is subject to available balances and administrated in accordance with MN rules 8820.1500. The advance will be repaid from subsequent accruals to the Municipal State Aid Street Construction Account from future year allocations.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Engineer to request an advance of Municipal State Aid funds.

TEW

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD NOVEMBER 7, 2011**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on November 7, 2011 at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 11-82

**RESOLUTION AUTHORIZING THE REQUEST
FOR AN ADVANCE OF
MUNICIPAL STATE AID FUNDS**

WHEREAS, the City of Shoreview has constructed a Municipal State Aid Project in 2011, which will require State Aid funds in excess of those available in its State Aid Construction account, and

WHEREAS, the City of Shoreview has constructed said project and is requesting the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in its State Aid Construction Account, and

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statute 162.14, Subdivision 6 and Minnesota Rules, Chapter 8820.1500, Subparagraph 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW THEREFORE, be it resolved by the City Council of Shoreview, Minnesota: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing the approved Municipal State Aid Street Project in the City of Shoreview in an amount up to \$1,200,000. The City hereby authorizes repayment from subsequent accruals to the Municipal State Aid Street Construction Account of the City of Shoreview from future year allocations until fully repaid.

The motion for the adoption of the foregoing resolution was duly seconded by Member, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 7th day of November, 2011.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 7th day of November, 2011, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to advance State Aid Funds.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 8th day of January 2011.

Terry Schwerm
City Manager

SEAL

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution 11-84 authorizing execution of a Professional Services Agreement with SEH, Inc. for engineering and construction management services relating to Owasso Street Realignment, C.P. 09-12.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
NOVEMBER 7, 2011
MJM/

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: MARK J. MALONEY, P.E.
PUBLIC WORKS DIRECTOR

DATE: NOVEMBER 2, 2011

SUBJECT: OWASSO STREET REALIGNMENT, C.P. 09-12
AUTHORIZE PROFESSIONAL SERVICES AGREEMENT

INTRODUCTION

Shoreview's Capital Improvement Program includes the realignment of Owasso Street and improvements to the intersection with County Road E in 2012. These improvements were previously studied and determined to be necessary to facilitate the redevelopment of the adjacent Midland Terrace Apartments property. Engineering services will be required for the design and construction of the public infrastructure impacted by the proposed road realignment. Staff recommends that the City Council consider authorizing a Professional Services Agreement with SEH, Inc. for the Owasso Street Realignment Project, C.P. 09-12.

BACKGROUND

The realignment of the Owasso Street/County Road E intersection and redevelopment of the adjacent property could benefit the City in a number of ways. As traffic volumes on County Road E and Victoria Street continue to increase, it is an increasingly complex intersection from a traffic management standpoint and afternoon rush hour congestion continues to worsen. Efficient operation of the intersection is important as it essentially straddles an active railroad, and Lake Johanna Fire Department Station No. 4 is situated at the northwest corner of the intersection. Further, given the proximity of Island Lake Elementary School, there is a history of concern for pedestrian movements in and around the intersection. Additionally, the Grass Lake Water Management Organization has established goals for the water body at the southeast corner of the intersection (Shoreview Lake) that would leverage opportunities created by redevelopment of the Midland Terrace property.

The City has generally indicated its support for the redevelopment of the Midland Terrace Apartment site. In 2008, Shoreview was selected to participate in the Urban Land Institute's/Regional Council of Mayors (ULI/RCM) Opportunity City Pilot Program. The result of that effort was the development of housing policies and programs and the consideration of a redevelopment concept for Midland Terrace. The redevelopment concept being advanced at this time includes the vacation and demolition of the existing Midland Plaza retail center and realignment of Owasso Street to accommodate the construction of a new apartment building. The City has previously partnered with Midland Terrace ownership to study the feasibility of various intersection improvements; attached is a drawing of the realignment that was found to be economically feasible. Accordingly, earlier this year Shoreview's Economic Development Authority and City Council formally authorized the pursuit of Livable Communities

Demonstration Account (LCDA) funds for the purpose of helping to fund the public infrastructure costs associated with the realignment of Owasso Street. The City Council affirmed at that time that the proposed redevelopment of the Midland Terrace Apartment site was in the best interest of the City. The Metropolitan Council is still considering the grant application. If this grant is awarded for this project, it will potentially offset a portion of the tax increment financing necessary to pay for the realignment and/or allow for additional site improvements.

DISCUSSION

Over the past two years, Shoreview staff has been facilitating discussions with Ramsey County, CP Rail, the Lake Johanna Fire Department and the Midland Terrace owners to advance the topic of County Road E/Victoria Street/Owasso Street realignment. Given the schedule for constructing the new apartment building desired by the property owners, it is necessary to begin the design process for the public infrastructure impacted by the redevelopment.

There is a considerable scope of work associated with the realignment of Owasso Street to create a four-legged intersection with the west leg of County Road E. While the emphasis of the project is to accomplish that re-alignment, it is understood that there would be transitions to the existing roadways and impacts that include the widening of County Road E to the west and Victoria Street to both north and south. Some of the work necessitates the acquisition of easements or right of ways from the Mounds View School District, CP Rail and potentially Deluxe Corporation to the north. The roadways impacted are all County State Aid and Municipal State Aid routes; therefore all traffic signal analysis and roadway design elements are subject to State review and approval. It is anticipated that wetland delineation will be necessary for potential impacts on Shoreview Lake, and the overall projects area is spread over two separate watershed districts. The current estimate for the construction costs for the necessary public improvements, which include roadway, utility, right of way acquisition and railroad related costs, is approximately \$2,000,000.

Accordingly, city staff recently negotiated a proposal with SEH, Inc. for final design and construction management services for the public improvements that have been identified to support the Midland Terrace Redevelopment. A copy of the proposal is attached for reference. Staff worked directly with SEH, Inc. on the development of the scope of services given that they previously completed the feasibility study of roadway alternatives, as well as heavily participated in the dialog with Ramsey County and CP Rail. SEH, Inc. was originally sought for feasibility study in part because of their familiarity with the unique nature of the intersection. Traffic engineers at SEH, Inc. had previously worked on the timing and layout of the traffic signals on Victoria Street south of I-694 on projects going back into the 1980's. The City staff believes that familiarity and understanding of the operation of the County E/Victoria Street intersection is essential for gaining consensus with Ramsey County on the scope of improvements and the County's participation in project costs.

SEH's detailed proposal essentially breaks down into two phases; design phase (\$177,000) and construction phase (\$135,500) services. The total estimated SEH fee of \$312,500 reflects about 17% of estimated construction cost, which is realistic for projects of similar size and complexity. The estimated project budget breaks down as follows:

<u>Street Segment</u>	<u>City</u>	<u>Ramsey County</u>
Owasso Street	\$668,400	\$0
Victoria Street	\$715,800	\$126,000
County Road E & Trail	<u>\$195,000</u>	<u>\$293,900</u>
	\$1,580,100	\$419,900
 Sub Total Construction	 \$2,000,000	
 Engineering	 \$312,500	
Admin/Legal/Contingency	\$287,500	
 Total Est. Project Cost	 \$2,600,000	

PROJECT FINANCING

The City anticipates the public improvement project will be funded through an interfund loan from existing tax increment resources to be repaid through the creation of a new tax increment financing district as part of the development approvals. Discussions with the developer have preliminarily identified that the costs associated with the new segment of Owasso Street be the responsibility of the developer, and the intersection and area improvements necessary for the realignment be the responsibility of the City and Ramsey County. The proposed tax increment funding would cover both the City and developer's share of the project costs.

Since the City must begin the final design work in advance of the project development approvals in order to complete the road realignment and related improvements in 2012, the City and developer have agreed to share in the cost of the engineering design services if for some reason the development project does not move forward. Based on the SEH estimate of \$177,000 for the Final Design Services, the agreement would require the developer to cover one-half the cost up to \$88,500. The City's share would be paid for through existing tax increment funds in the event the development is not pursued. Additional costs for bidding and construction management services from SEH would not be incurred until after the development receives necessary City approvals.

PROJECT SCHEDULE

Following is the schedule that would provide for the realignment of Owasso Street on a timeline that would accommodate the developer's desire to have their new apartment building open in the Spring of 2014. This schedule for the construction of public infrastructure assumes that the Midland Terrace property developers bring the redevelopment plans through the city's concept and final development review and approval process this winter, and demolish the Midland Plaza retail center by May of 2012.

The schedule includes:

Begin Final Design	November 2011
R/W Negotiation, Develop Cost Share Agreements, Wetland Delineation, watershed permitting, Finalize Design with State, County and Railroad Approvals	April 2012
Public Bidding, Contract Award	May 2012
On-site Construction	June – November 2012

The City would not advance the public improvement process for the Owasso Street Realignment to public bidding or contract award step unless the Midland Terrace developers secure Concept and Final Development stage approval, final platting, development agreements, etc.

RECOMMENDATION

It is recommended that the City Council consider Resolution No. 11-84 authorizing execution of a Professional Services Agreement with SEH, Inc. in conjunction with the Owasso Street Realignment Project, C.P. 09-12.

MJM/

draft

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD NOVEMBER 7, 2011**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on November 7, 2011, at 7:00 p.m. The following members were present:

;

and the following members were absent: .

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 11-84
AUTHORIZE EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT IN WITH SEH, INC.
FOR OWASSO STREET REALIGNMENT
CITY PROJECT #09-12**

WHEREAS, Shoreview's Capital Improvement Program identifies the realignment of Owasso Street to facilitate the redevelopment of the Midland Terrace Apartment Property; and

WHEREAS, engineering design and construction management services are required for the preparation of detailed design documents and construction-related activities pertaining to the public infrastructure improvements required to facilitate the redevelopment; and

WHEREAS, the City has negotiated a proposal and scope of services from an Engineering firm qualified to perform said services and activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA THAT the Mayor and City Manager are hereby authorized to execute a Professional Services Agreement with the firm SEH, Inc. for the provision of the necessary services for an estimated cost of \$312,500.

The motion for the adoption of the foregoing resolution was duly seconded by Member ,
and upon vote being taken thereon, the following voted in favor thereof: ;

and the following voted against the same: .

WHEREUPON, said resolution was declared duly passed and adopted this 7th day of
November, 2011.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview
of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and
foregoing extract of minutes of a meeting of said City Council held on the 7th day of November,
2011, with the original thereof on file in my office and the same is a full, true and complete
transcript therefrom insofar as the same relates to authorizing execution of a Professional
Services Agreement with SEH, Inc. for the Owasso Street Realignment, C.P. 09-12.

WITNESS MY HAND officially as such Manager and the corporate seal of the
City of Shoreview, Minnesota, this 8th day of November, 2011.

Terry Schwerm
City Manager

SEAL





November 2, 2011

RE: City of Shoreview
Owasso Street Final Design, Bidding
and Construction Services
SEH No. 117196

Mark Maloney
Director of Public Works
City of Shoreview
4600 Victoria St. N.
Shoreview, MN 55126-5817

Dear Mark:

Thank you for the opportunity to provide professional services to the City of Shoreview as you continue to work with the County and developer to reconstruct the intersection at Owasso Street, County Road E and Victoria. The existing intersection is one of the most challenging to operate in the county, due to the location of the railroad track, school, fire station and offset east and west legs of County Road E that all demand time from the operation of the signal. This project will provide improvements to the intersection that will allow adjacent property to undergo renewal and at the same time improve operation of the intersection. This letter serves as the Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City of Shoreview and SEH.

Background

In 2010, SEH prepared a feasibility report that reviewed the feasibility of realigning Owasso Street at the intersection of County Road E (east and west legs) at Victoria. At that time a developer desired to redevelop the property on the northeast corner of Owasso and Victoria. Because of the economy and other factors, the project did not move forward at the time. Recently, SEH worked with the City and County to evaluate and review a number of other alternates, prior to moving forward with a design project. That study concluded with agreement between the City and County that the preferred alternate would be similar to the intersection reconstruction proposed in the original report, but with modifications to turn lanes. At this point, the parties are willing to move the project into final design. The invested parties will be part of the process as we develop detail plans. Owasso Street is on the City's Municipal State Aid (MSA) system and Victoria is a County State Aid Highway so the Mn/DOT State Aid rules and review process will be followed.

This proposal describes the scope of work that will bring the proposed project from the feasibility phase through final design, bidding and construction.

Scope of Work

Additional Data Gathering and Mapping

The project limits have expanded since the original survey. We recommend additional topographic field survey adjacent to Lake Shoreview and on the south side of the west leg of County Road E.

Additional Geotechnical Information and Report

Three borings were obtained at the time of the initial feasibility report. The site is in an area of glacial till, generally consisting of sandy lean clay and clayey sand that has been filled over the years with additional till materials. Some of the fill is noted to contain bituminous material and roots. Previous borings along the proposed realignment of Owasso Street encountered 2 to 6.5 feet of fill overlying till.

In order to better scope and design the proposed project, seven (7) additional soil borings we recommend that the previous geotechnical investigation be augmented. Four borings will be completed along County Road E and three borings will be completed along Victoria Street. The borings and testing will be conducted by American Engineering Testing, Inc. of Saint Paul, Minnesota, under subcontract to SEH.

The four borings completed along County Road E, west of Victoria, will be 10 feet deep. One boring will be in the area of the infiltration pond, one on the County Road E shoulder and two along the alignment of the new eastbound turn lane. An existing power line will influence the boring locations and two of the borings will need to be completed on the adjacent school property.

The borings along Victoria Street will also be influenced by existing power lines. We will be unable to drill borings north of the mid-point of the proposed retaining wall alignment due to the presence of power lines. Three borings will be completed along Victoria Street south of the power lines. One boring will be completed on the shoulder of Victoria Street and two borings will be completed as close as possible to the retaining wall alignment. The shoulder boring will be 10 feet deep and the two wall borings will be 20-feet deep.

Water content and laboratory classification testing will be completed on selected samples from the soil borings. An unconfined compression test is planned on a sample of sandy lean clay obtained from beneath the proposed retaining wall foundation in order to assess the strength of the underlying soils.

Wetland Delineation

Wetland impacts will be reviewed for the project and a delineation report prepared if necessary. At this time, we believe that the retaining wall proposed along Lake Shoreview (a DNR protected water body), will not impact the ordinary high water level.

Private Utility Coordination

In the initial field survey portion of the project, SEH worked through the Gopher One Call Service as required to assess and map existing utilities. In this phase of the project, we will continue to coordinate with the utility companies, by contacting them to give them notice regarding the project and review of their facilities as we have located them on our mapping. Impacts and conflicts will be

reviewed during the design phase. At the end of final design, when construction limits are determined, we will conduct a utility coordination meeting to discuss potential impacts and coordinate the needs of the private utilities with the construction schedule of the project.

Feasibility Report Amendment

A preliminary design layout has been completed for the proposed project, based on the evaluation of the existing and future traffic operations. The additional information, alternates review and updated cost estimate will be summarized and attached to the original feasibility report as an amendment.

Signal Design

Design of the signal is a critical component of this project. We expect to coordinate with Ramsey County, the railroad and the City Fire Department so that the design and operation of the signal will be acceptable to all. We will prepare the SJR letter and coordinate review and approval of it with the County and Mn/DOT. Staging of the intersection during construction will be challenging, so we have included time to review and evaluate how to best provide intersection control during construction.

Drainage Design

We expect to design one pond near the west leg of County Road E. This pond is required to provide infiltration in accordance with the Rice Creek Watershed District rules for the proposed intersection improvements. SEH water resources staff will also assist in preparation of the permits or plan review required by the Rice Creek Watershed District, the Grass Lake Water Management Organization and the NPDES permit.

Storm sewer will need to be extended at the intersection. New storm sewer will be designed for Owasso Street and also locations where the roadway will change from rural to urban with concrete curb and gutter. Storm sewer will be designed to meet City, County and State Aid requirements.

Water and Sewer Main Improvements

New sanitary sewer and water main are included in the proposed improvements to Owasso Street. Other minor relocations of hydrants and valves will be required on the county road portions of the project. The appropriate Department of Health and MPCA permits will be obtained for the project by SEH.

Roadway Design, Plan Preparation, Review and Approval

The vertical and horizontal elements will need to be further refined and detailed in the final plans and meet the requirements of County and Municipal State Aid (CSAH and MSA standards). The plan review and approvals will follow Mn/DOT established processes and recommended schedules. The first step will be to obtain approval of the typical sections on the County Road segments to define the basis for the design footprint and the understanding of potential impacts and so that right of way needs can be identified.

Right of Way

We have identified 4 parcels in which we expect that permanent and temporary easements will be required. These parcels include the School District property, the railroad property, the property NE of the intersection of County Road E (West) and Victoria and the SE corner of Owasso and Victoria.

SEH is teaming with ProSource Technologies to conduct the ownership and encumbrance research and provide acquisition services. ProSource will also be responsible for filing of documents at Ramsey County. SEH will determine the existing right of way, identify and prepare the necessary easements and coordinate with ProSource, the City and County.

Meetings

To keep decisions on key issues on schedule, we propose monthly Project Management Team (PMT) meetings for the next 4 months. The City may also want to invite the developer at these as they desire. Key SEH individuals working on the project elements such as drainage, railroads or right of way have been included in some of those meetings. We have also planned for one meeting with Mn/DOT, one with private utilities and one to attend a City Council Meeting.

Bidding Services

Bidding Services include the distribution of plans and specifications, answering plan holder's questions, tabulation of bids, preparation of a letter of recommendation and preparation of contract documents. The distribution of plans will be through SEH's online provider QuestCDN.com. Bidders will be able to view or download plans electronically or order hard copy as they wish.

Construction Services

Administration

SEH will serve as the City's professional representative on the project site, issue instruction to the contractor on behalf of the City, and prepare routine change orders and supplemental agreements, as needed. The Project Engineer assigned to the project will assume the role of observation and contract administration for the project. The Engineer will be expected to make weekly visits to the project site to observe and determine if such work is proceeding in general accordance with the Contract Documents. We have estimated the time spent by the Engineer to be about 8 hours per week. That time will be spent attending weekly construction meetings, answering questions, coordinating with field staff, and preparing paper work as required.

On-Site Representation

The on-site representative or Resident Project Representative (RPR) is the Engineer's representative at the site and will act as directed by and under the supervision of the Engineer. The RPR shall serve as the liaison with the contractor, working principally through the contractor's superintendent. They will assist in helping the contractor understand the intent of the Contract Documents. The field personnel will review the progress schedule, shop drawings, and required submittals, Schedule of Materials Control and consult with the Engineer concerning acceptability. The RPR will be responsible for maintaining job site files, for correspondence, meeting reports, field orders, and supplemental agreements. They will keep a daily diary or log book. Records pertaining to quantities and applications for payment will be the responsibility of the RPR. The RPR will also keep information pertaining to record plans, and scheduling the survey crew based on the staking requests from the contractor's representative.

We propose that the City appoint a staff person as the project liaison to offer advice on City policy for dealing with construction situations.

Construction Surveying

Construction surveying will include the staking for the following: construction limits, easements, removals, ponds, storm sewer, trails and sidewalk, retaining walls, water and sewer pipe, curb & gutter, street lights, signal handholes & equipment, and any other stakes necessary to construct the project elements.

Materials Testing

SEH will coordinate all testing in accordance with the schedule of materials control and related paper work required by Ramsey, and the MnDOT State Aid Office. SEH will coordinate all testing procedures with American Engineering Testing (AET) to perform all the actual testing on grading, base, and concrete items. It is our understanding that the City will contract with AET for materials testing and their services will be available to the RPR as needed. We expect the City to also request laboratory testing and plant inspection services from MnDOT for concrete items and bituminous pavement. Shop drawing review will also be provided by SEH.

Record Plan

The SEH survey crew will provide an electronic record survey that will be conducted after the project has been constructed. Information gathered for the record drawing survey will include elevation and location information for drainage structures, retaining walls, light poles, signal equipment, trees, and final contour information for the median basins.

SEH will make the record plan changes to the construction plan and provide the City with the electronic copies.

Project Team

Sue Mason will be the Project Manager and will be responsible for the overall coordination and management of the project team. Tony Kutkze will be the project engineer and along with Jay Becker develop the final design and provide plan production for the project. John Gray will design and coordinate signal design services and work with the County and Mn/DOT for approvals. Dave McKenzie will coordinate the work with CP Rail.

Schedule

The schedule is based on the decision to proceed with plans and final design at the November council meeting. We hope to complete the additional survey and soils work as soon as possible. The amendment for the feasibility report will be completed in the first 30 days upon approval of this scope of work. It is proposed to have final design, plans and specifications completed and submitted to State Aid for review in late February and ready for bidding in April. Construction would be expected to begin in May or June.

Compensation

SEH proposes to be compensated for the scope of the work proposed in this Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. We have estimated the final design services described above and detailed on the enclosed man hour spreadsheet to cost **\$177,000**. We have

estimated that construction services, based on the estimated schedule to of construct 3 months with 1 month part time, is **\$135,500**.

We evaluated the cost of the work compared to the estimated construction cost. The design services for the project represents 8.9% of the preliminary estimated construction cost \$2,000,000, and the construction services for the project represents 7.4% of the same \$2,000,0000 preliminary estimated construction cost. This appears to be in a typical range of services required for MSA and county roadway design and construction projects of the same scale and complexity. The person/hour task budgets for each phase of the work are attached.

This agreement is an understanding of the project to date. If this document satisfactorily sets forth you understanding of our agreement, please sign in the space below and return one copy to our office.

We look forward to working with you, your staff and the community on this project. Thanks for the opportunity to continue to work with the City of Shoreview.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Susan M. Mason, P.E.
Principal

City of Shoreview, Minnesota

Approved this _____ day of _____, 2011

By _____

c: Tom Sohrweide
Mark Lobermeier

Owasso/Victoria/County Road E Reconstruction - Final Design and Plan Production

Deliverables: Update Report, prepare final plans and specs, permits, specification and bidding.

Task	Project Manager	Design Engineer	Specialty Engineer	Staff Engineer	Scientist/Lead Technician	Technician	Word Processor
A. Amend Feasibility Report							
Add Alternate Review	8						4
Update costs					4		
B. Additional Data Collection							
Preliminary Surveys					24		
Additional Geotech information and Report	6		31			8	3
Wetland Delineation						8	
C. Signal Design							
Plans and Specification			50		36		4
SJR Letter							
Coordination with County/RR	2		5				
Construction Staging		24	32				
D. Sewer and Water							
Owasso Sewer and Water	2	30				40	
County Road adjustments		4				24	
F. Right of Way							
Determine Right of Way					19	36	
Identify Needs (assume 4 parcels)	2	4					
Prepare Descriptions and Easement Docs.					42		2
Coordinate with ProSource		2			8		
G. Public Involvement and Project Meetings							
Open House	8	4			4		4
PMT Meetings	16	16	12		16		4
Council Meeting	4						
I. Final Design and Plan Preparation							
Title sheet		2			6	12	
Typical sections	4					40	
Standard plates and tabulations		16				24	
Details				8		16	
Plan and Profile	2	16			100	24	
Storm system layout and sizing		8	5	40			
Infiltration design	2		2	16			
Signing and Striping/Temporary Traffic Control	4	31				33	
Turf Establishment and Erosion Control Sheets						40	
Utilities	2					40	
Retaining Wall Design	7		52		32		
Cross sections					40	40	
Railroad Coordination and agreement	2	4	28				4
State Aid Coordination	2	16	6	20		24	
K. Permitting							
RCWD Permit Submittal	2		1	12			
GLWMO Review Submittal			1	4			
NPDES Permit and SWPPP			1	4			
Department of Health		4					
MnPCA (Sanitary Sewer Extension)		4					
L. Prepare Specification and Engineer's Estimate							
Specification	4	24					24
Quantity take off and estimate	4	38			20	30	
M. Bidding and Award							
Bid Tab and Recommendation	1	4					8
Prepare contract documents	0.5						8
Total hours	1520.5	84.5	251	226	104	351	65

Project labor cost this phase \$157,626

Equipment charges

Mileage \$256

Reproduction and expenses \$686

ProSource (R/W) \$14,600

AET \$3,832

Total project cost this task \$177,000

Permit fees paid separately by the City

Owasso/Victoria/County Road E Reconstruction - Construction Services								
Deliverables: Meeting agendas and minutes, construction forms and reports, pay applications, record plan								
Task	Project Manager	Project Engineer	Geotech Engineer	Traffic Engineer	RPR/Lead Technician	Survey	Admin	
A. Construction Administration								
Preconstruction Meeting	2	4		3				2
weekly meetings	16	128		16				2
Mn/DOT Coordination/shop drawing review		4	8	4				
Final Review	4	4		8				2
Specialty Engineering Review, signals, wall, temporary traffic			4	16				
B. Full Time RPR Services								
Preconstruction Meeting					4			2
Full time for 4 months					700			
Punch List					16			
Final paperwork					16			2
C. Construction Staking								
Horizontal and Vertical Control		2					4	
Construction Limits		2					32	
Storm sewer							34	
Curb and Gutter							40	
Blue tops							16	
Wall, signal, temporary traffic control							16	
Pond - slope stakes							8	
Trail							16	
D. Record Plan Preparation	2	4			16		4	1
Total hours	1164	24	148	12	47	752	170	11
Project labor cost this phase \$132,151								
Equipment charges								
Mileage								\$600
Equipment								\$2,700
Miscellaneous								\$49
Total project cost this task								\$135,500
Unique components or assumptions:								
Materials testing by others with separate contract with City. Assumed 3 months of full time RPR and 1 month part time.								

9219 East River Road NW
Minneapolis, MN 55433
Phone 763-786-1445
Fax 763-786-1030
www.prosourcetech.com

October 17, 2011

Ms. Sue Mason, P. E.
Senior Project Manager/Principal
SEH
3535 Vadnais Center Drive
St. Paul, MN 55110

Re: Proposal for ROW Acquisition, Title Work for City of Shoreview project

ProSource Technologies, Inc. (ProSource) is pleased to present this proposal and cost estimate for right of way acquisition services, title work and appraisals supporting SEH for a road improvement project at County Road E & Victoria in Shoreview, MN. Our scope of work is provided below:

Scope of Work

ProSource has based this cost estimate on information provided by Sue Mason, Senior Project Manager at SEH.

Cost Estimate Summary

Regarding Title Examination, we will complete owner and encumbrance reports and issue a report on the parcels listed in your email of October 13, 2011. This title examination work will conform to title examination standards necessary for condemnation. As a part of the O & E reports, we will:

- Research title per the standards set by the Minnesota Marketable Title Act (40-year search).
- Include copies of the vesting deeds.
- Supply copies of open encumbrances (easements, mortgages, liens) against the property.
- Provide property tax information.
- Search for judgments, tax liens and bankruptcies against the owners for the last 10 years.
- Include a summary report of findings.

City of Shoreview right of way acquisition – Quote

- Title Work following MnDOT standards to establish the last deed of record and the correct name and legal for the properties
(Parcels 1 – 4) \$2,200.00
- Acquisition of permanent and temporary easements \$7,500.00
(\$2,500 per parcel; Parcels 1,3, 4)
(Assumes City and SEH will provide acquisition document templates and easement exhibits)
- Record the documents \$400.00
(Assume one document for the property)
- Perform appraisals – Strip Takes \$4,500.00
(\$1,500 per parcel; Parcels 1, 3, 4)

Based on the above scope of work, our cost estimate to conduct this work is:

\$14,600.00

Optional Services.

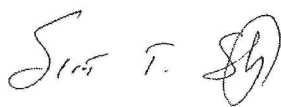
Perform Appraisal Reviews (if required) \$TBD
(Typically required if taking is over \$10,000)

Perform Relocation Services.


Relocation services may be required depending on sources of \$TBD
Project funding.

ProSource is available to initiate the project immediately upon your approval. We appreciate the opportunity to submit this proposal and cost estimate.

Sincerely,
ProSource Technologies, Inc.



Scott Stenger
Vice President



Tim Johnson
Project Manager/Business Developer

ProSource
TECHNOLOGIES, INC.

**COST-SHARING AGREEMENT
FOR OWASSO STREET FINAL DESIGN SERVICES**

**TERRACE APARTMENTS COMPANY, LLP
and
CITY OF SHOREVIEW**

1.0 Parties. This Cost-Sharing Agreement ("Agreement") is dated the _____ day of _____, 2011 and is entered into by and between the City of Shoreview, a Minnesota statutory city ("City"); and the Terrace Apartments Company, LLP ("TAC"), d/b/a Midland Terrace Apartments.

2.0 Recitals.

- A. TAC is the record fee owner of the following described property ("Property") situated in the City of Shoreview, Minnesota:

[INSERT LEGAL DESCRIPTION]

- B. TAC is considering the possibility of redeveloping a portion of their property.
- C. The redevelopment project will require a realignment of Owasso Street and construction of public infrastructure to facilitate the planned development.
- D. The City and TAC have discussed a project schedule and mutually agree that it is necessary for the City to initiate engineering design services relating to the road realignment in advance of formal development review and approvals for the proposed redevelopment project.
- E. In anticipation of the execution of this Agreement, the City has obtained a proposal for professional services from Short Elliott Hendrickson, Inc. ("SEH Proposal"), which is attached and incorporated herein as Exhibit A.
- F. The SEH Proposal defines the scope of services by the following general categories:
1. Final Design Services
 2. Project Bidding Services
 3. Construction Services

G. Through this Agreement, TAC acknowledges and accepts that the City and TAC will share in the costs incurred for Final Design Services in the event the redevelopment project is not pursued.

H. This Agreement relates only to the Final Design Services and reimbursement of costs therefore.

3.0 Terms and Conditions. NOW THEREFORE, in consideration of the undertakings herein expressed, the parties agree as follows:

A. Authority to Proceed. Upon execution of this Agreement by the parties, the City may proceed to engage Short Elliott Hendrickson, Inc. ("SEH").

B. Reimbursement of City. In the event TAC decides for whatever reasons or circumstances not to proceed with the planned redevelopment project, TAC shall reimburse the City for one-half of all documented engineering services cost incurred by the City for Final Design Services estimated to be in the total amount of \$177,000 (TAC share of Final Design Services costs would be up to a maximum amount of \$88,500). Reimbursement shall be made in the following manner:

1. Payment of Invoice. The City shall mail a dated invoice to TAC. TAC shall pay the City's invoice in full within thirty (30) days of the date of the invoice.

2. Assessment of Cost. If TAC fails to pay the City's invoice as provided in 3.0(D)(1), the City may adopt an appropriate resolution, without the necessity of notice or hearing, certifying the principal amount due on the invoice together with interest thereon at the rate of six percent (6%) per annum. Interest shall accrue from the date of the City council's adoption of the resolution to and including December 31 of the year following the year of the adoption of the resolution. The principal and accrued interest thereon shall be payable in one lump sum with the following year's real estate taxes.

C. Acknowledgement of Remedies. Nothing herein shall act as a waiver of any legal or equitable remedy which would otherwise be available to the City to enforce the terms of this Agreement, including the collection of reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have hereunto signed their hands.

CITY OF SHOREVIEW

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 2011, before me personally appeared _____, the _____ of the City of Shoreview, to me known to be the person(s) named in and who executed the above Cost-Sharing Agreement for Owasso Street Final Design Services and acknowledgement that they executed the same as their own free act and deed.

Notary Public

TERRACE APARTMENTS COMPANY, LLP

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2011, before me personally appeared _____, the _____ of Terrace Apartments Company, LLP, to me known to be the person(s) named in and who executed the above Cost-Sharing Agreement for Owasso Street Final Design Services and acknowledgement that they executed the same as their own free act and deed.

Notary Public

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to the Mayor and City Manager are hereby authorized to execute ICWC Contract with the Minnesota Department of Corrections for the provision of a full time offender work crew for 2012.

ROLL CALL: AYES ____ NAYS ____

HUFFMAN	_____	_____
WITHHART	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
NOVEMBER 7, 2011

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MARK MALONEY, PUBLIC WORKS DIRECTOR
DATE: NOVEMBER 7, 2011
SUBJ: AUTHORIZE AGREEMENT – MN. DEPT. OF CORRECTIONS (DOC)

INTRODUCTION

The proposed 2012 budget includes funding for outsourced labor activities. The City has negotiated an agreement with the Minnesota Department of Corrections (DOC) for a full time offender work crew and supervisor for 2012. City Council authorization for the agreement is requested at this time.

DISCUSSION

The City has utilized a fulltime work crew provided by the Department of Corrections through 2011. This crew has been responsible for the general maintenance and cleaning of the Maintenance Center. This allows the City to eliminate a contract with an outside firm for general cleaning of the Maintenance Center. They have all the proper support for other maintenance activities such as painting fire hydrants, Tree trimming and clearing walkways during the winter. The proposed 2012 budget anticipates the continued use of this resource in a number of areas of city responsibility including Park and Trail Maintenance, Forestry and cleaning services for the Maintenance Center. The total negotiated value of the agreement (referred to as an "Income Contract" by the State) is \$80,699. The State Department of Corrections is not raising their price for contract labor for 2012.

RECOMMENDATION

City Council authorization for execution of the agreement with the Minnesota Department of Corrections is requested at this time.

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew Program ("State"), and the City of Shoreview, 4600 Victoria Street North, Shoreview, Minnesota 55126 ("Purchaser").

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of an Institution Community Work Crew (ICWC) on an as needed basis.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract, if a ICWC is available when requested by Purchaser.

Contract

1 Term of Contract

- 1.1 **Effective date:** January 1, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide a crew leader who will supervise up to ten (10) offender crewmembers during four (4) 10-hour days per week, including the hours crew leaders spend for daily preparation, communication and travel. The crew leader will take directions as to the location and nature of the work to be completed on a given day as requested by the Purchaser's Authorized Representative or designee.
- 2.2 Train each work crew in safety principles and techniques set forth by applicable federal, state and local agency requirements. Purchaser agrees that the State has the authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.
- 2.5 Submit reports to the Purchaser upon request.

3 Purchaser's Duties

The Purchaser will:

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows: Payment shall be made by the Purchaser to the State in the amount of forty thousand three hundred forty-nine and 50/100 dollars (\$40,349.50) on March 1, 2012 and forty thousand three hundred forty-nine and 50/100 dollars (\$40,349.50) on August 1, 2012. Any overtime hours will be billed at the rate of sixty-seven and 50/100 dollars (\$67.50) per hour.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is eighty thousand six hundred ninety-nine and 00/100 dollars (\$80,699.00), plus any additional overtime hours, as its share of the cost of providing a crew leader and placing the work crews into service on the ICWC Program during the term of this agreement. The Purchaser's share includes time scheduled for training, vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.

5 **Authorized Representatives**

The State's Authorized Representative is Terry Byrne, District Supervisor, or his successor.

The Purchaser's Authorized Representative is Mark Maloney, Public Works Director/City Engineer, or his successor.

6 **Amendments, Waiver, and Contract Complete**

6.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

6.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

6.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

8 **Government Data Practices**

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 **Publicity**

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 **Audit**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 **Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

2. STATE AGENCY

With delegated authority

By
Title
Date

3. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State's Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division